

MYOB Advanced End User Licence Agreement

Important – Please Read Carefully

This End User licence agreement (**Licence Agreement or Agreement**) creates a legal agreement between the Business or its nominated representative (**you, your, yours**) and us. This Agreement supersedes any prior agreements or written representations between you and us in relation to MYOB Advanced.

Important – Minimum Term of 15 Months

Please be aware that if you terminate this agreement during the Minimum Term (being a period of 15 months from the date of Initial Activation), you may be required to pay to us the Fees that would otherwise have been payable for the period from the date of termination to the end of Minimum Term and, unless you tell us otherwise, you authorise us to deduct that amount from your account.

If you make this Agreement in New Zealand, the Agreement is with MYOB NZ Limited and is governed by the laws of New Zealand. If you make this Agreement in Australia or anywhere else in the world then this Agreement is with MYOB Australia Pty Ltd and is governed by the laws of the state of Victoria, Australia. Each of MYOB Australia Pty Ltd and MYOB NZ Limited is referred to as **we, us** or **our**.

If you make this Licence Agreement in Australia, this Licence Agreement does not exclude, restrict or modify:

- (a) the application of any provision of the Australian Consumer Law (**ACL**) (whether applied as a law of the Commonwealth or any State or Territory of Australia);
- (b) the exercise of any right or remedy conferred by the ACL; or
- (c) our liability for a failure to comply with any applicable consumer guarantees

where to do so would:

- (i) contravene the ACL; or
- (ii) cause any part of this Licence Agreement to be void.

This Licence Agreement is for the use of MYOB Advanced. By accessing MYOB Advanced:

- (a) through your initial login email; or
- (b) by using MYOB Advanced; or
- (c) by signing a copy of this Agreement,
you agree:

- (i) to accept and be bound by the terms of this Licence Agreement; and
- (ii) to us using any Personal Information you have provided in the ways described in section 13.2.

Definitions

Some of the words in this Agreement have particular meanings:

ATO means the Australian Taxation Office.

Business means the person or entity which has subscribed to MYOB Advanced.

Business Day means a week day, except for:

- (a) a national public holiday; or
- (b) if you make this Agreement in New Zealand, a day on which the banks in Auckland are generally closed; or
- (c) if you make this Agreement in Australia or any other country:
 - (i) a day on which the banks in Victoria or New South Wales are generally closed; or
 - (ii) a public holiday in Victoria.

Fees means the fees and charges relating to the provision of MYOB Advanced as described in section 1.7.

Initial Activation means our activation of your MYOB Advanced service for the first time.

Inland Revenue means New Zealand's Inland Revenue Department.

Loss or Claim means any loss, liability, action, processing, damage, cost or expense (including all reasonable legal costs and expenses), including liability in tort and consequential and economic losses.

Minimum Term means the period beginning on the date of Initial Activation and ending 15 months later.

Minimum Term Amount means the amount of Fees that would otherwise have been payable for the period from the date of termination to the end of Minimum Term

Monthly Subscription Period means the period recurring on the monthly anniversary of Initial Activation. Or if that anniversary date is after the 28th day of the month, the first day of the following month. For example, if Initial Activation took place on 15 May, the Monthly Subscription Period will renew on 15 June. If Initial

Activation took place on 29 May, the Monthly Subscription Period will renew on 1 July.

MYOB Advanced means the bundle of features, functionality and services (including the source code, object code, interface design, database structures, documentation, training material, procedures and processes) that form part of MYOB Advanced which we make available to you from time to time.

MYOB Advanced Partner means an MYOB Advanced Partner or MYOB Advanced Platinum Partner, accredited by us, and which you have contracted with to provide you with implementation and support services in relation to MYOB Advanced.

MYOB Advanced Quotation means your authorised order for MYOB Advanced, which you have submitted to us using MYOB's required format.

Other Application means any software application that is provided by you or a third party and which interoperates with MYOB Advanced.

Personal Information means that term as defined in the Privacy Laws. Basically, this is information about an identifiable individual.

Privacy Laws means the Privacy Act 1993 if you make this Agreement in New Zealand, or the Privacy Act 1988 (Cth) if you make this Agreement in Australia or any other country, as updated, replaced or amended from time to time.

Read-Only Mode is an operating mode, which when applied to your Software Configuration, enables you to view, run reports and download your existing data within MYOB Advanced but does not allow you to modify or add new data.

Related Entities has the same meaning as the definitions given to:

- (a) 'Related Companies' under the Companies Act 1993 (as updated, replaced or amended from time to time) if you make this Agreement in New Zealand; and
- (b) 'Related Corporations' under the Corporations Act 2001 (Cth) (as updated, replaced or amended from time to time) if you make this Agreement in Australia or any other country.

Related People means any employees, officers or agents of a Related Entity.

Software Configuration means the type and number of licences of MYOB Advanced for which you have subscribed.

Tax Laws means any legislation, binding regulation or direction issued by the ATO (if you make this Agreement in Australia) or Inland Revenue (if you make this agreement in New Zealand) from time to time.

User means a person authorised by you to use MYOB Advanced (including an MYOB Advanced Partner).

1. General Terms

1.1 Grant of licence

MYOB grants you, from the Initial Activation date until your MYOB Advanced service ceases under section 7 of this Agreement, a nonexclusive and non-transferable licence to use MYOB Advanced in the way that we authorise from time to time, subject to section 1.6(b) and the level of licencing you purchase. Your use of MYOB Advanced is also subject to payment of your Fees, under section 1.7 below.

1.2 Protecting your username and password

(a) Unless you take adequate security precautions, it could be possible for an unauthorised person to gain access to your MYOB Advanced service. It is important that you and the other Users you authorise take all reasonable precautions to ensure that usernames and passwords are not misused, and remain secure and confidential. In particular, you and any other Users:

- (i) must not tell anyone your username or password, including any member of your family;
- (ii) must not let anyone else, whether acting as your agent or not, to access MYOB Advanced using your username and password; and
- (iii) must be extra careful when accessing MYOB Advanced from public computers.

(b) If you think anyone else might know your password, you must reset your password from within MYOB Advanced.

(c) You agree to be liable if your login details are used by an unauthorised person.

1.3 Giving access to other Users

(a) Each MYOB Advanced User must have a unique password and username.

(b) Passwords and usernames must not be shared or used by more than one User, although licences can be reassigned to another User as needed.

(c) You can authorise other people (including MYOB Advanced Partners and Related People) to have access to your MYOB Advanced service as Users, subject to the quantity and type of licences that you have subscribed to.

(d) Depending on the access rights you grant, each User may be able to view and modify your data. You are responsible for their use of MYOB Advanced in compliance with this Agreement.

(e) Unless otherwise agreed with us, only Related Entities can be configured within MYOB Advanced. You must provide us with the basic details (such as

company names, company/ABN numbers and addresses) of any Related Entities that you wish to configure within MYOB Advanced, in the Signing Schedule attached to this Agreement, and update us if any of these details change. We may cross-check this information from time to time against the company details recorded in MYOB Advanced.

1.4 Other responsibilities you have as a User

- (a) No interference with MYOB Advanced – you will not:
- (i) interfere with the operation of MYOB Advanced;
 - (ii) reverse-engineer, reverse-assemble, decompile, or otherwise attempt to discover source code, formulas or processes in respect of the software behind MYOB Advanced, except as provided for by the customisation features in MYOB Advanced;
 - (iii) copy, reproduce, alter, modify, create derivative works, or publicly display, any part of any content from MYOB Advanced, except where we have given you permission in writing;
 - (iv) use MYOB Advanced in way that is prohibited by law, regulation or government order in any relevant jurisdiction, or in a way that violates a third party's legal rights;
 - (v) use MYOB Advanced in a way that could harm or impair anyone else's use of it;
 - (vi) use MYOB Advanced to gain unauthorised access to any service, data, account or network by any means;
 - (vii) falsify any protocol or email header information (e.g. spoofing);
 - (viii) use MYOB Advanced to send "spam";
 - (ix) use MYOB Advanced to make available any offering designed to violate this Agreement; or
 - (x) remove, modify, tamper with any regulatory or legal notice or link that is incorporated into MYOB Advanced.
- (b) Accuracy and change of details – you must:
- (i) provide accurate, current and complete contact and direct debit information to us and to your MYOB Advanced Partner; and
 - (ii) notify both us and your MYOB Advanced Partner of any changes to such information.

1.5 Use of MYOB Advanced and our intellectual property

(a) We retain our intellectual property rights – except where specifically set out in this Agreement, this Agreement does not give you any intellectual property or other rights in any of our:

- (i) software, documents, templates, marketing material, trademarks, business names, logos, trading styles, get-up, processes or methodologies; or
- (ii) other intellectual property, and you (including your staff, agents or contractors) must not otherwise use, reproduce or modify these intellectual property rights.

1.6 Transferability of your MYOB Advanced service

- (a) Except as set out in section 1.6(b) below, you must not sub-licence, lease, rent or lend MYOB Advanced or otherwise transfer any of your rights under this Agreement.
- (b) You may permanently transfer MYOB Advanced provided that you and the transferee sign a change of subscriber form and MYOB activates the transfer.

1.7 Payment of subscription Fees

- (a) You must pay all Fees due to us in relation to your use of MYOB Advanced under this Agreement.
- (b) You authorise us to deduct periodical instalments and any other Fees payable to us in respect of your use of MYOB Advanced, by direct debit as specified in your MYOB Advanced Quotation. You give us this authority by providing us with your direct debit details. The authority continues until your subscription for MYOB Advanced is terminated or expires under this Agreement. For more terms and conditions governing your direct debit arrangements please refer to our Direct Debit Request Service Agreement on page 10.
- (c) Unless otherwise stated in this Agreement, we will invoice you and take payment in advance for any Fees payable under this Agreement, at a frequency stated in the applicable MYOB Advanced Quotation or as varied by agreement from time to time.
- (d) Early Termination– you acknowledge that if you terminate your subscription for MYOB Advanced before the end of your Minimum Term pursuant to section 7.1, the Minimum Term Amount will be due and payable to us and you authorise us to deduct this amount from your account, unless you tell us otherwise.
- (e) Unless otherwise stated in this Agreement:
 - (i) payment obligations are non-cancellable and Fees paid are not refundable;
 - (ii) if you authorise an upgrade to your Software Configuration, the difference in Fees between the existing and upgraded Software Configuration will be debited on a pro-rata basis for the remainder of the Monthly Subscription Period. Your subscription Fee will be increased to reflect your upgrade in the next Monthly Subscription Period;

- (iii) If you authorise a downgrade to your Software Configuration, your Fees will be decreased in the next Monthly Subscription Period. Please note that during the Minimum Term, your subscription Fees cannot be decreased below the amount that you agreed to pay at the time of your Initial Activation; and
 - (iv) if you change your Software Configuration to a different Software Configuration of the same value, we will continue to charge you the same Fees, and will adjust the Software Configuration to the new Software Configuration.
- (f) If you exceed the level of inclusions that you've paid for as part of your Software Configuration, we will charge you for that excess at our nominated overuse rate (rate may change from time to time and be viewed on our website: myob.com.au/myob_advanced/charges) in your next Monthly Subscription Period, until you either:
- (i) elect to upgrade your Software Configuration to increase the level of inclusions that you are entitled to; or
 - (ii) stop exceeding the level of inclusions prescribed under your current Software Configuration.
- (g) By giving you at least 90 days' notice before the change takes effect, we may:
- (i) following expiry of your Minimum Term, change the amount of any Fee and introduce a new Fee; and
 - (ii) change the circumstances in which, or frequency with which, a Fee is payable.
- Section 11 tells you about the ways in which we can give you notice. Please also refer to your rights to terminate our agreement set out in sections 7.1 and 10(c).
- (h) If any amount payable to us under this Agreement is more than 30 days overdue, any due but unpaid Fees become immediately payable, and we may, without limiting our rights and remedies, deal with your MYOB Advanced subscription in the ways described in section 1.7 (i) below.
- (i) If the amount is still unpaid:
- (i) 30 days following the due date, we will switch your MYOB Advanced service to Read-Only Mode;
 - (ii) 90 days following the due date, you and other Users you have authorised (including your MYOB Advanced Partner) will no longer be able to access MYOB Advanced; and
 - (iii) 150 days following the due date, we will take steps to delete your data from within MYOB Advanced.

1.8 Goods and services tax (GST) and duties

- (a) All payments due to us (e.g. Fees, reimbursement by you to us of any amounts or payments under indemnities), unless already stated to be GST inclusive, are to be increased by the amount of any GST liability we have in relation to the supplies we make to which those payments relate.
- (b) You must pay all duties (e.g. stamp duty, other government charges or financial institution fees if applicable) payable in relation to your use of MYOB Advanced. If we have paid these charges, you must reimburse us at our request.

2. Availability of MYOB Advanced

- (a) You need Internet access to use MYOB Advanced. You are responsible for obtaining and maintaining Internet access to enable you to use MYOB Advanced including but not limited to Internet or 'browser' software versions that are compatible with MYOB Advanced as published by us on our website from time to time. We are not responsible for notifying you of any upgrades, fixes or enhances to any such software, or for any compromise of data transmitted using networks or facilities which are not owned or operated by us.
- (b) MYOB will use its best endeavours to achieve the service levels and availability for MYOB Advanced as set out in: myob.com.au/myob_advanced/servicelevels
- (c) MYOB Advanced could be disrupted if system(s) failure occurs due to technology used by us in providing MYOB Advanced. Online services are subject to interruption, breakdown, viruses, delays, interception, interference and other errors involving communications networks, computer systems, servers, providers and computer equipment and software.
- (d) MYOB Advanced may also be unavailable for short periods because of necessary or desirable system maintenance or upgrades. If this is needed, we will try to inform you beforehand.
- (e) Urgent changes – however, if we need to restore or maintain the security of MYOB Advanced immediately, we may change your use and access to MYOB Advanced without advance notice.

3. Upgrades

- (a) In order for you to get the best out of MYOB Advanced, and to enable us to provide you with the best support and resources possible, it is important that you always operate a current version of MYOB Advanced.
- (b) For more details about the MYOB Advanced upgrade process, please visit: myob.com.au/myob_advanced/upgradeprocess which outlines the MYOB Advanced upgrade process as amended by us from time to time.

4. Work performed by MYOB Advanced Partners

- (a) You may, as part of your implementation of MYOB Advanced, separately engage the services of an MYOB Advanced Partner. These services are supplied independently of us and we accept no responsibility or liability whatsoever in respect of the services provided by any MYOB Advanced Partner.
- (b) We maintain records of your contact, invoice history and subscription details that you've provided as part of your subscription to MYOB Advanced, and you acknowledge that your current authorised MYOB Advanced Partner will be given access to these details via the MYOB Partner portal.

5. Other Applications

- (a) We may offer applications or services developed by third parties to be used in conjunction with MYOB Advanced.
- (b) We make no warranties in relation to any such Other Application, regardless of whether that Other Application is provided by an MYOB Advanced Partner or is otherwise recommended by us.
- (c) Unless otherwise required by law, we are not responsible for any Other Application that you may obtain or connect to MYOB Advanced. If you install or enable an Other Application for use with MYOB Advanced, you consent to us allowing the Other Application to access your data as required to enable MYOB Advanced and the Other Application to operate together. Any exchange of data or other interaction between you and a third party provider is solely between you and them. We are not responsible or liable for any disclosure, modification or deletion of your data as a result of any access to MYOB Advanced by a third party provider of an Other Application.

6. Your Data

6.1 Data security

- (a) We will maintain commercially reasonable administrative, physical and technical safeguards to protect the confidentiality and integrity of any data that you input into MYOB Advanced. For more information on security for MYOB Advanced visit: myob.com.au/myob_advanced/datacentre or refer to section 13 for information regarding your privacy.
- (b) We recommend that you obtain and maintain up-to-date virus, security and intrusion prevention and scanning software which is specifically designed for all devices you use to access MYOB Advanced.

6.2 Compliance with Tax Laws

- (a) It is your responsibility to retain your data for ATO or Inland Revenue compliance purposes (as applicable). In order to maximise your business continuity, and to make tax compliance easier, we encourage you to take steps to back up and archive your data on a regular basis.
- (b) We are not liable for your failure to meet your retention obligations under the Tax Laws, in relation to any data that you input into MYOB Advanced.
- (c) If you decide to terminate your subscription for MYOB Advanced, we strongly advise you to extract your data in its entirety as soon as possible (see section 7.5 for further details).
- (d) For specific advice regarding your compliance with the Tax Laws, please consult your professional advisor or the ATO/Inland Revenue as appropriate.

6.3 Our access to your data

Notwithstanding our Privacy Policy (see section 13 for more details) we may:

- (a) collect usage information in relation to MYOB Advanced for operational purposes and to assist with making improvements to future versions of MYOB Advanced and other products and services. This may involve aggregating data relating to the use of MYOB Advanced by you and your Related Entities. Aggregated data is data that does not contain any information specific to a particular individual or business. Aggregated data does not include Personal Information or confidential information. An example of aggregated data is statistical trends in an industry sector; and
- (b) access your MYOB Advanced Configuration for the purpose of delivering, maintaining and updating the service.

7. Termination and Suspension

7.1 How can you end your subscription for MYOB Advanced?

- (a) You can terminate your subscription for MYOB Advanced by giving us at least 90 days' written notice (including to your MYOB Partner). During the notice period you:
 - (i) will continue to have full access to MYOB Advanced; and
 - (ii) are still liable for any Fees in relation to your use of MYOB Advanced.
- (b) If you terminate your subscription within the Minimum Term under section 7.1(a), the Minimum Term Amount will be payable (see section 1.7(d)).
- (c) We strongly recommend that you extract your data for tax compliance and archive purposes during your 90 day notice period. You will not have access

to MYOB Advanced following the end of the notice period.

- (d) You may also terminate your MYOB Advanced subscription where we fail to remedy a material breach of these Terms within 20 days of you giving us written notice of the breach. If you terminate your subscription under this section during the Minimum Term, then the requirement to pay us the Minimum Amount will not apply.
- (e) See section 7.5 for more information on what happens to your data when you terminate your subscription for MYOB Advanced.

7.2 When we can suspend your access to MYOB Advanced without prior notice

We can suspend User access to MYOB Advanced in our sole discretion without prior notice in certain situations if necessary. If we cannot notify you beforehand, we will do so as soon as possible thereafter. The situations are as follows:

- (a) A breach occurs: If you commit a material breach of this Agreement.
- (b) Ongoing operation of MYOB Advanced – If in our opinion:
 - (i) the ongoing operation of MYOB Advanced is rendered substantially unworkable or non-functional;
 - (ii) the actions of a regulator or a change in law or regulation makes ongoing operation of MYOB Advanced substantially unworkable or non-functional; or
 - (iii) it is necessary to protect the security, integrity, operations or reputation of MYOB Advanced, or any MYOB Advanced function, service or facility, or otherwise protect our interests.
- (c) There is a material change to your Business which in our opinion may affect the performance of this Agreement – specifically if:
 - (i) we receive notification of a dispute from one or more directors or principals of your Business; or
 - (ii) you go into liquidation, administration, insolvency, bankruptcy or such similar arrangement with creditors, or in our opinion, it is reasonably likely you will do so; or
 - (iii) there is a change in who owns or controls your Business.

7.3 When we can terminate your subscription for MYOB Advanced

We may terminate your subscription for MYOB Advanced in our sole discretion without prior notice in certain situations if necessary. If we cannot notify you beforehand, we will do so as

soon as possible thereafter. The situations are as follows:

- (a) you fail to remedy a material breach of this Agreement within 20 days of us notifying you of the breach; or
- (b) any of the events in section 7.2(b) apply.

7.4 Notification

- (a) We will notify you in writing (which includes by email) of the suspension or termination.
- (b) We can reinstate your access to MYOB Advanced in our absolute discretion by written notice to you. This may be subject to you meeting any conditions set out in the notice.
- (c) If you become aware that a circumstance which would permit us to suspend or terminate your access or use under section 7.2(c), you must advise us in writing as soon as possible.

7.5 What happens on the effective date of termination – limited period for data extraction

- (a) If you terminate your subscription for MYOB Advanced under section 7.1 –
 - (i) you have until the end of your 90 day notice period to extract your data from MYOB Advanced;
 - (ii) the effective date of termination will be the day following the end of your 90 day notice period;
 - (iii) following the effective date of termination, you and other Users you have authorised (including your MYOB Advanced Partner) will no longer be able to access MYOB Advanced; and
 - (iv) we will take steps to delete your data from within MYOB Advanced 150 days following the effective date of termination, whether or not you have extracted your data.
- (b) If we terminate your subscription for MYOB Advanced under sections 7.1(d) or 7.3 –
 - (i) you and other Users (including your MYOB Advanced Partner) may still access your data in Read-Only Mode and download it for a period of 90 days following the effective date of termination; and
 - (ii) we may take steps to delete your data from our servers at any time after 150 days following the effective date of termination, whether or not you have extracted your data.
- (c) We strongly recommend that you extract your data for tax compliance and archive purposes as soon as possible following your termination of MYOB Advanced.
- (d) Continuation on limitations of liability – Any limitations of liability you have given under this

Agreement continue after termination in relation to your use of MYOB Advanced.

8. Limited Warranty

- (a) We warrant that MYOB Advanced, as updated and when properly used, will perform substantially in keeping with its documentation, and that MYOB Advanced will be free from other material defects in materials and workmanship, for a period 90 days from the date of purchase. This warranty is void if MYOB Advanced fails as a result of your misuse. This limited warranty is provided in addition to other consumer rights and remedies that may be available to you under law.
- (b) We do not warrant that MYOB Advanced is bug or error free.
- (c) MYOB Advanced will not operate in compliance with legislation in jurisdictions other than Australia and New Zealand.
- (d) If during the 90 day limited warranty period, you discover that MYOB Advanced does not perform substantially in keeping with its documentation or you discover material defects in MYOB Advanced, then your sole remedy under the 90 day limited warranty shall be, at our option in our sole discretion, either:
- (i) a refund of the price paid to us for your MYOB Advanced subscription; or
 - (ii) repair or replacement of the part of MYOB Advanced that does not meet the warranty.
- (e) To claim under this limited warranty, you must write to us outlining the details of your claim, and enclosing your proof of purchase to:

For New Zealand:

MYOB NZ Limited

Enterprise Division Administration.

PO Box 12940, Auckland

Email: accountsanz@myobadvanced.com

Phone: 0800 696 239

For Australia and all other countries:

MYOB Australia Pty Ltd

Enterprise Division Administration

PO Box 371, Blackburn, VIC 3130

Email: accountsau@myobadvanced.com

Phone: 1300 555 110

- (f) If you make this Licence Agreement in Australia, MYOB Advanced may come with guarantees that cannot be excluded under the ACL. If applicable,

you may be entitled to a replacement or refund for a major failure in the operation of MYOB Advanced and compensation for any other reasonably foreseeable loss or damage. You may also be entitled to have your MYOB Advanced Configuration repaired or replaced if it fails to be of acceptable quality and the failure does not amount to a major failure.

9. Limitation of Liability

Important notice

The following sections are not intended to have the effect of excluding, restricting or modifying:

- the application of all or any of the provisions of the Australian Consumer Law
- the exercise of a right conferred by such a provision
- any liability of MYOB in relation to a failure to comply with a guarantee that applies under Division 1 of Part 3-2 of the Australian Consumer Law to a supply of goods or services.

To the extent permitted by law and subject to the other provisions of this Licence Agreement:

- (a) Our maximum aggregate liability to you:
- (i) for failure to comply with a consumer guarantee (where applicable) in respect of the supply of MYOB Advanced which is not of a kind ordinarily acquired for personal, domestic or household use or consumption; and
 - (ii) for loss or damage suffered by you as a result of any breach of this Licence Agreement or other default by us is limited, at our sole discretion to:
 - the replacement of MYOB Advanced (or the particular component of MYOB Advanced, which caused the failure) or the supply of an equivalent service (or particular component of the service); or
 - the payment of the cost of resupply of MYOB Advanced.
- (b) All other guarantees, conditions or warranties, express or implied, including but not limited to, any implied conditions or warranties of , with regard to MYOB Advanced are excluded to the extent that such guarantees, conditions or warranties can be excluded by law.
- (c) We make no representation that MYOB Advanced is fit for your intended business purpose, and by accepting the terms of this Agreement, you acknowledge and accept that you have exercised your own judgment in selecting MYOB Advanced as being fit for your business purpose.

- (d) Unless section 9(a) applies, we shall not be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of the use of or inability to use MYOB Advanced, even if we have been advised of the possibility of such damages.

10. Changes to this Agreement

- (a) What can we do? We may change any of this Agreement (including the Fees, which are specifically dealt with in section 1.7 (g) above).
- (b) Prior notice – We will endeavour to give you at least 90 days' prior notice (longer if required by legislation or any other code of conduct we subscribe to) of any change that is likely to materially affect or disrupt the manner in which you use MYOB Advanced.
- (c) Right of termination – If we make a change to this Agreement that is detrimental to you (including a change in Fees), you have the option to terminate by giving 10 days written notice. If you terminate your subscription under this section during the Minimum Term, then the requirement to pay us the Minimum Amount will not apply.

11. Notices

- (a) You will agree that all communications between you and us in relation to MYOB Advanced will be:
 - (i) by email;
 - (ii) in-product notification by us through MYOB Advanced;
 - (iii) through your MYOB Advanced Partner; or
 - (iv) by us posting a notification on our website (myob.com).
- (b) Any notice or other communication to or by a party by email is regarded as being given by the sender and received by the addressee when a delivery confirmation report is received by the sender which records the time that the email was delivered to the addressee's email address (unless the sender receives a delivery failure notification indicating that the email has not been delivered to the addressee).
- (c) If the delivery or receipt is on a day which is not a Business Day or is after 5.00pm (addressee's time) it is regarded as received at 9.00am on the following Business Day.
- (d) Where we provide a notice or other communication through our website (Status.myob.com), that notice or other communication is regarded as being given by us and received by you when the posting is made to

our website. We recommend that you bookmark and regularly check our website for notices or other communications.

12. Legal

You should note a few things about this Agreement:

- (a) Complete agreement – This Agreement and your MYOB Advanced Quotation contain the whole of the agreement between us and you in relation to MYOB Advanced unless otherwise agreed by both you and us in writing. Any representations or warranties made by MYOB team members or MYOB Advanced Partners before you are accepted for participation in MYOB Advanced are not effective unless expressly set out in this Agreement or the other documents specified above. Any waiver of our rights or powers under this Agreement may only be given in writing signed by an authorised officer of MYOB.
- (b) What happens if this Agreement can't operate? If any part or provision of this Agreement is void, unenforceable or illegal in a jurisdiction, that part or provision does not apply in that jurisdiction. However, the remainder of the Agreement will continue in operation in that jurisdiction unless this would alter the basic agreement between you and us, in which case either party may terminate this Agreement.
- (c) No waiver by us – If we do not insist on strict performance of any part or provision of this Agreement, that waiver will not be deemed to be a waiver or a subsequent breach or default of this Agreement.
- (d) Assignment – You cannot assign or otherwise transfer the benefit of this Agreement without our prior written consent. We can assign or otherwise transfer the benefit of this Agreement.

13. Your Privacy

13.1 General

- (a) You must ensure all Users adhere to this 'Your Privacy' section and the policies described below before using MYOB Advanced or providing their Personal Information to us.
- (b) If you provide Personal Information about third party individuals to us, you must take reasonable steps to ensure that those individuals are aware of the matters in this 'Your Privacy' section and that we may collect, use and disclose their information to provide you with MYOB Advanced.
- (c) You acknowledge and consent that we, and our hosting providers may, in providing part of MYOB Advanced, transfer and host your information, including your Personal Information and any

information entered into MYOB Advanced, which may include the Personal Information of third parties (such as your employees, suppliers or contractors). For more information on how and where your data is hosted using MYOB Advanced, please refer to our data sheet at: myob.com.au/myob_advanced/datacentre.

13.2 Privacy Disclosure Statement

- (a) We collect, disclose and use your personal information to provide MYOB Advanced to you and associated support, respond to your enquiries or feedback and to promote products and services offered by us and associated third parties. We may collect personal information from you, from public sources such as social media websites, and from third parties that provide us with marketing leads.
- (b) To do these things, we may provide your personal information to our related companies and to third parties that we outsource functions to. These entities may be located in Australia and New Zealand or other countries. If you do not provide your personal information, it may affect our ability to do business with you.
- (c) You consent to us collecting, using and disclosing your personal information for the purposes outlined above.
- (d) If you make this Agreement in Australia:
 - (i) You can ask us not to use your Personal Information to promote products and services by following the process outlined in the MYOB Group Privacy Policy for Australia (located at www.myob.com.au/privacy). The MYOB Group Privacy Policy contains information on how to:
 - update your preferences about the marketing and promotional material we send to you;
 - request access to seek correction of the Personal Information we hold about you;
 - make a privacy complaint; and
 - how we will deal with your complaint.
 - (ii) You can contact us about your privacy by email at privacy_officer@myob.com.au, or by post at "Privacy Officer", MYOB Australia Pty Ltd, PO Box 371, Blackburn Victoria 3130.
- (e) If you make this Agreement in New Zealand:
 - (i) You can ask us not to use your information to promote products and services by contacting the Privacy Officer using the details outlined below. The MYOB Group Privacy Policy for New Zealand is located at www.myob.co.nz/privacy.
 - (ii) You can contact us about your privacy by email at privacy_officer@myob.co.nz, or by post at "Privacy Officer", MYOB NZ Limited, c/- Quigg

Direct Debit Request Service Agreement

1. The following terms and conditions relate to your bank account direct debit authority and set out your rights, our commitment to you, your responsibilities to us and where you should go for assistance. These terms and conditions are in addition to the terms and conditions of any existing contract(s) that you have with MYOB or the terms and conditions associated with the products and services that relate to your direct debit authority.
 - 1.1 By selecting the Direct Debit from bank account payment method online or by completing a Direct Debit Request Form, you:
 - (a) acknowledge that you are an authorised signatory of the nominated bank account or if debiting from a joint account, you confirm all the authorised signatories have authorised the establishment of this direct debit request;
 - (b) understand and accept your commitments and responsibilities under the Direct Debit Request Service Agreement set out below; and
 - (c) authorise MYOB NZ Limited (if you make this agreement in New Zealand) or MYOB Australia Pty Ltd (if you make this agreement in Australia or any other country) to debit funds from your nominated bank account through BECS for:
 - (i) periodic payments for all contracts and/or products and services with recurring charges; and
 - (ii) one-off payments where direct debit has been selected as the payment method.
 - 1.2 We will arrange for funds to be debited from your nominated bank account, as authorised by you, on the direct debit date shown on your invoices. If the direct debit date falls on a non-working day or public holiday the payment will be processed on the next working day.
 - 1.3 A tax invoice confirming the amount of payment will be issued within 1-3 working days of the date of the invoice for periodic and one-off payments.
 - 1.4 We will advise of any changes to the debit arrangements at least 20 Business Days in advance.
 - 1.5 It is your responsibility to ensure that you have sufficient funds available in your nominated bank account to cover your periodic payments and that your bank account details are correct.
 - 1.6 Direct Debiting through BECS is not available on all bank accounts. If you are paying by direct debit from your bank account, it is your responsibility to ensure that your bank account can accept direct debits (your financial institution can confirm this). We also advise that you should check your bank account details with your financial institution before completing the Direct Debit Request.
 - 1.7 Should your payment default, we will let you know by email and it is your responsibility to organise an alternative payment, which should be received by us within 5 working days of the original due date.
 - 1.8 Should payment not be received within the 5 working days allowed, we may list your payment default with Veda Advantage (CRAA). Defaults are listed for a period of 5 years and may have an adverse effect on your credit rating.
 - 1.9 You may incur fees or charges imposed by us to cover administration fees for the collection of any defaulting payment under this agreement.
 - 1.10 If you believe that there has been an error in debiting your bank account you should immediately contact our accounts department by phone on 1800 396 638 or 0800 696 239 or via email at accountsau@myobadvanced.com or accountsau@myobadvanced.com
 - 1.11 Confidentiality and Privacy –You acknowledge and agree that we may need to provide your personal information to our financial institution to initiate or alter payment arrangements from your bank account or to investigate an alleged incorrect or wrongful payment.
 - 1.12 This authority permits us to change the amount debited from your bank account, with at least 20 Business Days’ notice, to reflect any change to prices for the products and/or services that relate to your direct debit authority. It also permits us to change the amount debited or charged to cover any increases in amounts payable arising from the purchase of additional products by you from time to time, in accordance with your End User Licence Agreement.