

DIGITALON AI SERVICES TERMS & CONDITIONS

On acceptance of these Conditions, the Privacy Policy and DIGITALON Specific Contract Terms, the Agreement between the Customer and DIGITALON Pty Ltd ABN 64 630 163 469 (DIGITALON) will be finalised and the following Conditions shall apply to the relationship between the Customer and DIGITALON:

1. Agreement

- 1.1. This Agreement is made between DIGITALON, and the Customer on the following Conditions.
- 1.2. The Customer warrants that it has obtained its own independent professional and technical advice, or has decided not to do so, prior to entering into these Conditions and that it shall use the Services under these Conditions freely and voluntarily without duress or pressure to do so from DIGITALON.

2. Definitions and Interpretations

- 2.1. In these Conditions
 - 2.1.1. **AI Services:** The artificial intelligence services provided by DIGITALON as outlined in the applicable Statement of Work (SOW).
 - 2.1.2. **AI System:** The artificial intelligence software, algorithms, models, and related components developed or provided as part of the Services.
 - 2.1.3. **Business Day:** Any day other than a Saturday, Sunday, or public holiday in Queensland, Australia.
 - 2.1.4. **Commencement Date:** The date on which the agreement becomes effective, typically defined as the date the Client signs the acceptance form or the DIGITALON receives the first payment of the service fee.
 - 2.1.5. **Confidential Information:** Any non-public information, including but not limited to business plans, customer data, and technical information, disclosed by one party to the other party.
 - 2.1.6. **Customer:** The individual or entity entering into the agreement with DIGITALON for the provision of AI Services.
 - 2.1.7. **Customer Data:** All data provided by the Customer to DIGITALON for the purpose of providing AI Services.
 - 2.1.8. **DDoS:** means a distributed denial of service attack.
 - 2.1.9. **Deliverables:** The specific outputs or products that DIGITALON is required to provide to the Customer as specified in the SOW.
 - 2.1.10. **DIGITALON:** The AI services provider entering into this agreement with the Customer.
 - 2.1.11. **Effective Date:** The date on which this agreement becomes effective and binding upon the parties.
 - 2.1.12. **Force Majeure:** Events or circumstances beyond a party's reasonable control, including but not limited to natural disasters, war, terrorism, riots, labour disputes, and governmental actions, which prevent a party from fulfilling its obligations under this agreement.

- 2.1.13. **Intellectual Property:** The proprietary rights in the AI systems developed by DIGITALON, including but not limited to software code, algorithms, and neural network weightings.
- 2.1.14. **Perpetual Licence:** The ongoing, non-expiring right granted to the Customer to use the AI system within the scope outlined in the SOW, upon full payment of fees.
- 2.1.15. **Service Fees:** means the fees described in any itemised quotation relating to the Services.
- 2.1.16. **Services:** The professional services provided by the DIGITALON as outlined in the Statement of Work, which may include AI development, consultation, implementation, and support.
- 2.1.17. **Statement of Work (SOW):** A detailed document specifying the stages, deliverables, timelines, and costs associated with the AI Services to be provided by DIGITALON.
- 2.1.18. **Subscription:** The recurring payment and service model as outlined in the Statement of Work, detailing the frequency, duration, and terms of the ongoing Services provided.
- 2.1.19. **Subscription Fee:** The monthly fee that the Customer agrees to pay for ongoing access to and use of the AI Services once deployed and live.
- 2.1.20. **Support and Maintenance:** Ongoing technical assistance and updates provided by DIGITALON, if specified in the SOW.
- 2.1.21. **Term:** The duration of the agreement, extending either until the delivery of the final AI System or, in the case of a monthly subscription, until the end of the paid month.
- 2.1.22. **Termination Date:** The date on which the agreement or the subscription terminates.
- 2.1.23. **Testing Window:** A specified period during which the Client can evaluate and test the AI System for compliance with agreed-upon specifications and performance criteria.
- 2.2. In these Conditions, except where the context otherwise requires:
 - 2.2.1. the singular includes the plural and vice versa
 - 2.2.2. a gender includes other genders
 - 2.2.3. references to any legislation includes any legislation which amends or replaces that legislation
 - 2.2.4. amounts of money are expressed in Australian dollars unless otherwise expressly stated
 - 2.2.5. a reference to 'writing' or 'in writing' includes electronically via email, website or other digital communication
 - 2.2.6. a reference to a party is to a party to these Conditions, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes; and
 - 2.2.7. a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity.

3. Agreement

- 3.1. The Customer agrees upon and accepts these Conditions by signing any quotation, schedule or scope.
- 3.2. Subject to clause 4.1, these Conditions prevail over any other agreements or terms and conditions to the extent of any inconsistency.
- 3.3. The Customer warrants these Conditions meet the Customer's needs at the Commencement Date and for the term of the Agreement.

General Conditions for the Provision of the Services

Other than where specifically indicated, the following provisions apply to the provision of all Services.

4. Services

- 4.1. DIGITALON will provide the Services to the Customer in accordance with these Conditions provided that if the Services offered to the Customer include additional terms and conditions, expressed in any itemised quotation, schedule or scope document, then to the extent of any inconsistency between these Conditions and the itemised quotation, schedule or scope document, the itemised quotation, schedule or scope document shall prevail.
- 4.2. DIGITALON reserves the right to review these Conditions at any time. If, following any such review, there is to be any change to these Conditions, then that change will take effect from 14 days after the date on which DIGITALON notifies the Customer of such change. The Customer may not change or amend these Conditions without DIGITALON's prior written agreement.
- 4.3. The Customer uses the Services solely at its own risk.
- 4.4. The Customer must follow all reasonable and lawful directions given by DIGITALON relating to the Services.
- 4.5. DIGITALON provides the Services as itemised in any quotation or scoping document, and any additional Services required that were not briefed to DIGITALON prior to this agreement will be quoted and agreed separately. Setup tasks not itemised in any scope are the responsibility of the Customer.
- 4.6. Should the Customer require Services in excess of what is listed in any itemised quotation, schedule or scoping document, the Customer will be required to pay additional Service Fees.
- 4.7. DIGITALON will provide the Customer with the AI Services detailed in the applicable SOW, which may include customised AI chatbot solutions, private cloud hosting in Australia, and other AI services.
- 4.8. The SOW will outline the specific stages and deliverables for the development and implementation of the AI Services. The SOW forms an integral part of these Terms & Conditions.

5. Payment Terms

- 5.1. Payment for each stage of the AI Services, as outlined in the SOW, must be made in full and upfront by the Customer prior to the commencement of that stage if not specified differently in the SOW.
- 5.2. All payments are non-refundable, regardless of the ultimate acceptance of deliverables by the Customer.
- 5.3. Once the AI system is deployed and live, the Customer will pay a monthly Subscription Fee as specified in the SOW. The Customer may cancel the subscription by the end of the current month.
- 5.4. Payment methods accepted are direct bank transfers to DIGITALON's bank account. Monthly subscriptions are through Stripe.

6. Testing and Acceptance

- 6.1. Testing Windows
 - 6.1.1. During each stage of the AI Services, as defined in the Statement of Work (SOW), the Customer will have two (2) designated Testing Windows to evaluate the system and provide feedback to DIGITALON.
 - 6.1.2. It is the Customer's responsibility to thoroughly test all aspects of the system during these Testing Windows.
- 6.2. Feedback Timeframe
 - 6.2.1. The Customer must provide all feedback within ten (10) Business Days of receiving deliverables for a stage. This period constitutes a Testing Window.
 - 6.2.2. The Customer may request an extension to this timeframe if needed, which DIGITALON will not unreasonably refuse.
- 6.3. Acceptance and Additional Costs
 - 6.3.1. If the Customer fails to identify any issues during a Testing Window, DIGITALON will deem the deliverables accepted by the Customer once the project moves to the next stage as per the SOW.
 - 6.3.2. DIGITALON is not responsible for addressing, at no additional cost, any issues that were not identified by the Customer during the designated Testing Windows.
 - 6.3.3. Once a stage is completed and the project moves to the next stage as per the SOW, any issues not identified during the designated Testing Windows will be subject to additional costs for fixes or modifications.
- 6.4. Additional Work Requests
 - 6.4.1. Any requests for changes, modifications, or bug fixes after the completion of a stage's Testing Windows will be treated as additional work.
 - 6.4.2. Such additional work will be subject to a separate agreement and additional fees, to be negotiated between DIGITALON and the Customer.

7. Data and Content

- 7.1. The Customer is solely responsible for the accuracy, quality, integrity, legality, reliability and appropriateness of all Data and Content provided to DIGITALON.

- 7.2. The Customer authorises DIGITALON and warrants that DIGITALON is authorised (including by any relevant third parties) to access and manipulate Data of the Customer or supplied by the Customer if in DIGITALON 's sole opinion that is reasonably necessary to provide the Services.
- 7.3. The Customer agrees that any Data and Content provided to DIGITALON will not compromise the security or operation of the DIGITALON computer systems in any way.
- 7.4. DIGITALON reserves the right to disclose Data:
 - 7.4.1. to sub-contractors that work with DIGITALON to provide the Services;
 - 7.4.2. to its related entities or subsidiaries (as those terms are defined in the Corporations Act 2001), third-party affiliates or investors, joint venture partners, suppliers or marketing contractors;
 - 7.4.3. in accordance with its Privacy Policy;
 - 7.4.4. to its advisers like lawyers, accountants and other similar parties;
 - 7.4.5. to its insurers;
 - 7.4.6. to its debt collectors (if a debt under these Conditions is due); and
 - 7.4.7. any governmental authority upon a lawful request.

8. Intellectual Property

- 8.1. DIGITALON retains ownership of all Intellectual Property rights in the AI systems developed for the Customer, including software code, algorithms, and neural network weighting, but excluding Customer Data.
- 8.2. Upon full payment of fees, the Customer is granted a Perpetual Licence to use the AI system within the scope outlined in the SOW.
- 8.3. The Customer shall not copy, hack, alter or disseminate the Services or AI System in any way, nor allow any third party to do, or use data mining, robots, reverse engineering, screen scraping, or similar data gathering and extraction tools for establishing, maintaining, advancing or reproducing information contained in the Services onto another system or in any other publication, without DIGITALON's prior written approval.
- 8.4. The Customer agrees that DIGITALON may suspend or terminate the Services if any infringement of DIGITALON's or a third party's Intellectual Property occurs or is alleged in connection with the Services or the AI System.

9. DDoS

- 9.1. If the Services or AI System are the target of a DDoS or any other electronic attack or threat, DIGITALON may, at any time and without giving prior notice to any person, take such protection and/or mitigation measures as it in its sole discretion considers reasonably necessary, including:
 - 9.1.1. suspending the Services and the AI System;
 - 9.1.2. moving the Services and the AI System and/or any Content or Data to a quarantine server;
 - 9.1.3. implementing access control lists; and/or
 - 9.1.4. applying IP address filtering and/or blocking software or algorithms.

- 9.2. If DIGITALON takes any such measures, it may continue them until such time as the attack or threat is considered by DIGITALON (in its absolute discretion) to be eliminated, avoided or otherwise dealt with.

10. Errors and Omissions

- 10.1. DIGITALON will not be liable to rectify any errors or omissions caused or partly caused directly or indirectly by or arising from:
- 10.1.1. any misinformation provided by the Customer;
 - 10.1.2. any direction given by the Customer;
 - 10.1.3. any conduct of the Customer or any third party; or
 - 10.1.4. any undue duress, pressure or influence exerted by its officers, employees, agents or subcontractors.

11. Limitation of Liability and Indemnity

- 11.1. To the extent permitted by law, and without limiting the foregoing subject always to the Competition and Consumer Act, the Australian Consumer Law, and the Fair Trading Acts of each State and Territory in Australia, DIGITALON does not warrant either the quality, standard, performance or outcomes of the Services provided hereunder or the design, performance, use, utility, fitness for purposes or merchantable or acceptable quality of any software, service, product or thing for any particular purpose or at all, other than to the extent expressly represented in these Conditions or in any documentation prepared and supplied by DIGITALON to the Customer.
- 11.2. The Customer agrees to indemnify and hold harmless DIGITALON from and against any liability, loss, damage, cost (including legal costs), expenses or other liability DIGITALON may suffer or incur arising out of or in connection with any claim or demand against DIGITALON by the Customer or any third party, which arises out of connection with the Services and without limiting the generality of the foregoing, the Customer shall indemnify and keep indemnified DIGITALON from and against any and all losses, loss of profits, claims, damages, actions, suits, demand, costs (including reasonable legal costs and disbursements on a full indemnity basis), interest, charges and expenses of any kind whatsoever, which DIGITALON shall or may suffer or incur or be called upon to suffer or incur by virtue of:
- 11.2.1. any default or breach hereunder by the Customer;
 - 11.2.2. any unlawful, negligent, fraudulent or indictable act or omission of the Customer or any of its officers, employees or agents;
 - 11.2.3. the use or misuse of any Services by the Customer; or
- 11.3. DIGITALON may, at its option, choose to satisfy any claim for rectification of any defect or omission in the Services by either:
- 11.3.1. resupplying the Services at DIGITALON 's cost; or
 - 11.3.2. paying a third party approved by DIGITALON to resupply the Services or to supply replacement Services hereunder, upon which DIGITALON shall

be fully and effectually released and discharged from any further obligations in relation to such claim.

- 11.4. In no case shall the value of a claim by the Customer for rectification of any defect or omission (as assessed and determined by DIGITALON, acting reasonably) exceed the total value of the Services Fees paid by the Customer under these Conditions up to the date the claim is made, and all damage or expense over and above such amount shall be the responsibility of the Customer.
- 11.5. DIGITALON shall not be liable to the Customer for any delay or delays in the provision of the Services.
- 11.6. DIGITALON shall not be liable to compensate the Customer for any delay in either replacing or remedying an actual or alleged defect or omission or in properly assessing or responding to a claim.
- 11.7. DIGITALON shall be under no liability whatsoever to the Customer for any indirect, special or consequential loss and/or damage (including loss of profit, loss of revenue or other economic loss) suffered by the Customer arising out of or in connection with any Services or any defect or omission arising under these Conditions.
- 11.8. DIGITALON may decline any Claim which does not comply with these Conditions, or which is not covered by these Conditions, or which is made for Services that are found not to be defective by DIGITALON, in which case DIGITALON may give notice to the Customer that the claim is declined and the Customer shall be responsible for DIGITALON's reasonable costs of receiving, processing, assessing and declining the Customer's claim. DIGITALON may invoice the Customer any such costs incurred by it and the Customer shall promptly pay the invoice within seven (7) days of the date of the invoice.

12. Default Event Consequences of Default

- 12.1. Without prejudice to DIGITALON's other remedies at law or in equity, DIGITALON shall be entitled to immediately suspend or terminate the supply of the Services, in the event that:
 - 12.1.1. (unpaid debt) any Service Fees are not paid when due; or
 - 12.1.2. (breach) either party breaches any provisions of these Conditions and that breach is not remedied within 5 days after a breach notification is received by the defaulting party; or
 - 12.1.3. (insolvency) other than as specified in the amendments to the Corporations Act 2001 (Cth) enacted by Part 2 of the Treasury Law Amendment (2017 Enterprise Incentives No. 2) Act 2017 (Cth), if a receiver, controller, liquidator, provisional liquidator, trustee for creditors or in bankruptcy, administrator or an analogous person is appointed over the assets of the Customer or attempts to take possession of any such assets; or
 - 12.1.4. (insolvency) if the Customer is or states that it is unable to pay debts as they fall due and/or suspends payments of its debts; or

- 12.1.5. (incapacity) where the Customer is a natural person, that person dies or becomes mentally ill or suffers any other demise or incapacity (other than bankruptcy); or
- 12.1.6. (judgments) if a judgment equal to more than \$10,000 is awarded against the Customer and remains unsatisfied for 14 days, or any execution or other process of Court or Government Authority or any distress is issued against or levied upon any property of the Customer or any person obtains a garnishee order in respect of a debt due by the Customer; or
- 12.1.7. (misrepresentation) if a statement, representation, or warranty made or reaffirmed by the Customer in or in connection with these Conditions proves to have been incorrect or misleading in any material respect; or
- 12.1.8. (disrepute) if a party engages in any conduct that may bring the good name of the other party into disrepute.
- 12.2. DIGITALON will not be liable for any loss or damage the Customer suffers because DIGITALON has exercised its rights under this clause.
- 12.3. If DIGITALON terminates these Conditions under clause 12.1, DIGITALON may pursue the Customer for damages for breach or specific performance or both.
- 12.4. DIGITALON's rights and entitlements hereunder are in addition to the rights which DIGITALON may have at law or in equity.
- 12.5. If the Customer defaults in payment of any Service Fees, the Customer shall indemnify DIGITALON from and against all costs and disbursements incurred by DIGITALON in pursuing the Service Fees including legal costs on a solicitor and own Customer basis and DIGITALON's collection agency costs.
- 12.6. The Default Interest Rate shall apply from the date of the Event of Default until the Service Fees due to DIGITALON, the Default Interest and all legal fees expended or incurred by DIGITALON in attempting to collect the Service Fees have been paid in full.
- 12.7. The Service Fees (or the balance of the Service Fees unpaid as at the date of the Event of Default) shall, at the option of DIGITALON, immediately become due and payable upon DIGITALON making a written demand upon the Customer.

13. Warranty and Liability

- 13.1. DIGITALON warrants that the AI Services will materially conform to the specifications in the SOW. This warranty does not cover issues caused by incorrect data provided by the Customer.
- 13.2. Except for the warranty in Section 7.1, the AI Services are provided "as is." DIGITALON disclaims all other warranties, express or implied.
- 13.3. DIGITALON is not liable for any damages or losses arising from the Customer's use of the AI system, including but not limited to business interruption, loss of profits, or loss of data.
- 13.4. The Customer will indemnify DIGITALON against any third-party claims arising from the Customer's use of the AI system.

- 13.5. Neither party is liable for consequential, incidental, indirect or special damages under this agreement. DIGITALON's total liability under this agreement is capped at the amount paid by the Customer.

14. Termination

- 14.1. The Customer may terminate the project after completion of the development stages if not satisfied with the deliverables.
- 14.2. Either party may terminate the subscription at the end of a month by providing a written notice (e.g. Email). Upon termination, the Customer will lose all access to the AI system and DIGITALON will delete all Customer Data used to train the system.

15. Support and Maintenance

- 15.1. DIGITALON will provide ongoing support, maintenance, and updates for the software, licenses, and security system, and will continuously monitor the system to ensure optimal performance. However, updating or adding data to train the AI system is only included if specified in the SOW.
- 15.2. DIGITALON will not provide access to the AI system to other AI agencies to protect its Intellectual Property.

16. Representations

- 16.1. The Customer represents and warrants that at the date of acceptance of these Conditions by the Customer and at all times until these Conditions are fully performed and completed:
- 16.1.1. the Customer is not bankrupt and is not insolvent or in receivership or under administration, official management or liquidation and has not entered into an arrangement with its creditors;
 - 16.1.2. the Customer is able to carry on its business and perform its obligations under these Conditions;
 - 16.1.3. the Customer is adequately insured with a reputable insurer against all risks that a prudent person carrying on its business would insure against;
 - 16.1.4. there are no legal proceedings, actions, prosecutions or investigations threatened, pending or commenced against the Customer or the directors or shareholders of the Customer;
 - 16.1.5. all corporate authorisations and approvals necessary to enable it to enter into these Conditions have been obtained and remain in full force and effect;
 - 16.1.6. all governmental requirements, authorisations, approvals and licenses which are necessary for the Customer to legally carry on its business are in full force and effect; and
 - 16.1.7. it has not withheld from DIGITALON any document, information or other fact material to the decision of DIGITALON to enter into these Conditions or to supply the Services or provide credit to the Customer.

- 16.2. The Customer must immediately notify DIGITALON if any of the aforementioned representations, warranties and covenants cease to be true and correct.
- 16.3. DIGITALON and the Customer must not at any time disparage or bring into disrepute the other party or its business.

17. Force Majeure

- 17.1. If the performance of these Conditions or any obligation under these Conditions is prevented, restricted, or interfered with by reason of a Force Majeure, the affected party, upon giving prompt notice to the other party, is excused from such performance to the extent of such prevention, restriction, or interference.
- 17.2. The affected party must use its best efforts to avoid or remove the Force Majeure or to limit the impact of the event on its performance and must continue performance with the utmost dispatch when the Force Majeure is removed.
- 17.3. If an event of Force Majeure has the effect of substantially preventing the performance of these Conditions by a party for a period of more than ninety (90) days, the unaffected party may by notice to the other party terminate these Conditions and the provisions of clause 13.1 will apply.

18. Confidentiality and Data

- 18.1. Each party agrees to keep confidential any Confidential Information disclosed to it by the other party.
- 18.2. DIGITALON will process all Customer Data in compliance with applicable Australian privacy laws and will not use Customer Data for any purpose other than delivering AI Services.
- 18.3. DIGITALON will implement reasonable security measures to protect Customer Data, but the Customer acknowledges that no security system is impenetrable. DIGITALON is not liable for unauthorised access to Customer Data except to the extent caused by its negligence or wilful misconduct.

19. Security and Charge

- 19.1. Despite anything to the contrary contained herein or any other rights which DIGITALON may have howsoever:
 - 19.1.1. where the Customer is now or in the future the owner of land, realty or any other asset capable of being charged, both the Customer agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to DIGITALON or it's nominee to secure all amounts and other monetary obligations payable under these Conditions. The Customer acknowledges and agree that DIGITALON shall be entitled to lodge where appropriate a caveat, which caveat shall be withdrawn once all payments and other monetary obligations payable hereunder have been met.
 - 19.1.2. should DIGITALON elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Customer shall indemnify DIGITALON from and against all the DIGITALON 's costs and

disbursements including legal costs on a solicitor and own Customer basis.

- 19.1.3. the Customer agrees to irrevocably nominate constitute and appoint DIGITALON as the Customer's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause.

20. Personal Property Securities Act 2009

- 20.1. In this Clause "security agreement" means the security agreement under the PPS Act created by this Agreement.
- 20.2. Upon signing this Agreement the Customer acknowledges and agrees that these Conditions:
 - 20.2.1. constitute a security agreement for the purposes of the PPS Act; and
 - 20.2.2. create a security interest in all current and future assets of the Customer.
- 20.3. The Customer undertakes to:
 - 20.3.1. promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which DIGITALON may reasonably require to:
 - 20.3.1.1. register a financing statement or a financing change statement in relation to a security interest on the PPSR and otherwise do all things necessary and required by DIGITALON to ensure this security interest is a perfected security interest under the PPS Act;
 - 20.3.1.2. register any other document required to be registered by the PPS Act; and/or
 - 20.3.1.3. correct a defect in a statement referred to in clause 18.3(a)(i) or 18.3(a)(ii);
 - 20.3.2. indemnify and upon demand reimburse DIGITALON for all expenses incurred in registering a financing statement or financing change statement on the PPSR;
 - 20.3.3. not register a financing change statement in respect of a security interest without the prior written consent of DIGITALON; and
- 20.4. Unless otherwise agreed and to the extent permitted by the PPS Act, DIGITALON and the Customer agree not to disclose information of the kind referred to in section 275(1) of the PPS Act to an interested person, or any other person requested by an interested person. The Customer waives any rights that it may have or but for this clause may have had under section 275(7) (c) of the PPS Act to authorise the disclosure of the above information.
- 20.5. Unless otherwise agreed to in writing by DIGITALON, the Customer waives its rights to receive a verification statement in accordance with section 157 of the PPS.

21. General

- 21.1. The parties contract hereunder independently and at arm's length. Nothing herein constitutes either party a partner, joint venturer, agent or employee of the other party.
- 21.2. If any provision of these Conditions shall be invalid, illegal or unenforceable, that provision shall be severed from these Conditions and the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired in any way.
- 21.3. All notices required to be given by one party to the other under these Conditions must be given in writing (whether electronically or in hard copy), addressed to the other party at its registered office (or other address published on the party's Website), in the English language, signed (whether digitally or in hard copy) by the party (or its duly authorised attorney or representative), and dated the date on which it was signed unless otherwise specified in this Agreement.
- 21.4. DIGITALON may licence or sub-contract all or any part of its rights and obligations without the Customer's consent. DIGITALON may also at its sole discretion transfer or assign all or any part of its rights and obligations under this Agreement to any third party without the Customer's consent.
- 21.5. The Customer shall not transfer or assign all or any part of its rights and obligations hereunder without first obtaining the prior written consent of DIGITALON.
- 21.6. The Customer shall give DIGITALON not less than fourteen (14) days prior written notice of any proposed change of ownership or control of the Customer, or any change in the Customer's name, or any other change in the Customer's details (including but not limited to, changes in the Customer's address, phone number, or business practice).
- 21.7. DIGITALON shall not be required to notify the Customer of, or obtain the Customer's consent to, any change or proposed change of ownership or control in DIGITALON.
- 21.8. Personal information about the Customer may be used and retained by DIGITALON for the provision of products or services, the marketing of products or services, credit checking, maintenance of the Customer's account/s with DIGITALON, processing any payment instructions or direct debit or credit facility, and debt collection, as well as for any other purposes as may be agreed between the parties or required by law from time to time. The Customer acknowledges that they have read, understood and accept the terms of the DIGITALON privacy policy available at <https://digitalon.com.au/privacy-policy>.
- 21.9. The failure by DIGITALON to enforce any provision of these Conditions shall not be treated as a waiver of that provision, nor shall it affect DIGITALON's right to subsequently enforce that provision.
- 21.10. These Conditions and any contract to which they apply shall be governed by the laws applicable in Queensland and are subject to the jurisdiction of the courts of Queensland. All legal proceedings in relation to these Conditions shall be instituted and held in Brisbane in the State of Queensland, Australia.