# General Terms and Conditions

## M2 Technology Group Pty Ltd *(ABN 24 061 357 373)*

Effective: 1 September 2026

These terms and conditions apply to the sale of goods and services by M2 Technology Group Pty Ltd to the Customer.

These terms and conditions supersede and replace all terms and conditions previously issued by M2 Technology Group Pty Ltd, including the version dated 1 February 2019.

Product specific agreements, terms and conditions are detailed in the attached appendices which form part of these terms and conditions.

These Conditions do not apply to CommTrak, which is supplied to Customer under a separate CommTrak CRM Software Order Form and End User Licence Agreement.

## 1. Definitions

In these Conditions and any related Contract, unless the contrary intention appears:

**Business Day** means a day that is not a Saturday, Sunday or public holiday in Western Australia or, for deliveries of Products, at the place of delivery.

**CESF T&C or Electronic Signature Terms** means the CommTrak Electronic Signature Terms and Conditions governing the use of CommTrak's built-in electronic signature feature, as published and amended by M2 Technology from time to time and available at www.m2technology.com.au.

**CommTrak** means M2 Technology's CommTrak customer relationship management software-as-a-service platform, supplied to Customer under a separate CommTrak CRM Software Order Form and End User Licence Agreement.

**Contract** means a contract for sale as referred to in clause 2.4.

**Conditions** means these terms and conditions of sale including the appendices.

**Customer, You, Your** means the customer who orders Products from us, whether by telephone, email, video conference, online meeting or other electronic means, or in person.

**Data Retention Policy** means M2 Technology's Data Retention Policy, as published and amended from time to time and available at www.m2technology.com.au, which sets out how long M2 Technology retains different categories of information.

**Force Majeure** means any circumstance beyond the reasonable control of a party which results in a party being unable to observe or perform on time an obligation under these Conditions.

**Fusion Signage** means the Fusion Signage digital signage content management system owned and operated by Fusion Signage Pty Ltd (ACN 644 714 081), which M2 Technology resells as described in Appendix B.

**GST** has the same meaning as in the A New Tax System (Goods & Services Tax) Act 1999 (Cth) (as amended).

**Insolvency Event** means circumstances in which Customer is unable to pay its debts as they fall due or otherwise takes any corporate action or any steps are taken or legal proceedings are started for:

(a) its winding-up, dissolution, liquidation, or re-organisation, other than to reconstruct or amalgamate while solvent on terms approved by us;

(b) the appointment of a controller, receiver, administrator, official manager, trustee or similar officer of it or of any of its revenues and assets; or

(c) seeks protection or is granted protection from its creditors, under any applicable legislation.

**M2 Image** means the M2 Image digital signage product range marketed by M2 Technology, including the Onquevision software, hardware and the resold Fusion Signage product, as described in Appendix B.

**M2 Technology, Us, Our, We** means M2 Technology Group Pty Ltd (ABN 24 061 357 373).

**Order** means a purchase order for Products which has been accepted by us but excluding any terms or conditions printed on or referred to in Customer's purchase orders or other documentation unless expressly agreed to in writing by us.

**PPSA** means the Personal Properties Securities Act 2009 (Cth) (as amended from time to time).

**Privacy Policy** means M2 Technology's Privacy Policy, as published and amended from time to time and available at www.m2technology.com.au.

**Term** means the duration of the Contract as stated within.

**Products** mean the goods or services purchased or to be purchased by Customer from M2 Technology.

## 2. Orders

2.1 All orders for Products must be placed in the manner and form required by M2 Technology from time to time.

2.2 All orders will be subject to acceptance by us, which may decline an order or accept an order in whole or part in its absolute discretion. Customer acknowledges that acceptance of an order by us will not imply that we will accept any future order(s) placed by Customer.

2.3 Once accepted by us, an Order may not be cancelled by Customer except with the express consent of M2 Technology.

2.4 Upon the acceptance of each Order by us, a separate contract of sale will arise. Each Contract will comprise the accepted Order and these Conditions. If there is any inconsistency between these Conditions and another provision in a Contract then the provision in the Contract will prevail only to the extent of the inconsistency.

2.5 For the avoidance of doubt no terms or conditions of Customer, including any terms or conditions printed on or referred to in Customer's offer to purchase or order will be binding on M2 Technology or have any legal effect unless expressly agreed to in writing by us.

2.6 A Contract, Order or other document may be accepted or executed electronically, including via an electronic signature platform nominated by M2 Technology from time to time (currently PandaDoc, previously DocuSign).

2.7 M2 Technology may also use CommTrak's built-in electronic signature feature (CESF) for certain matters with its own clients, such as variations to software licences and changes to hosting fees. Use of the CESF, whether by Customer with its own clients or by M2 Technology in accordance with this clause, is governed by the CESF T&C, which is incorporated into these Conditions by reference and available at www.m2technology.com.au.

## 3. Price, Payment and Refund

3.1 Prices quoted are exclusive of GST unless otherwise stated.

3.2 The price for the Products is specified in the Contract. Unless the Contract states otherwise, M2 Technology may alter the Price at any time prior to acceptance of an order without prior notice.

3.3 Any discounts, special prices and rebates indicated in the Contract will only apply upon payment within terms set out in 3.5. Otherwise, standard prices prevail.

3.4 Customer must pay GST or any other tax duty, levy, tariff or charge applicable to the supply of the Products in addition to, and at the same time as, payment of the price. We will provide Customer with a tax invoice as required by law.

3.5 Unless the Contract states otherwise, Customer must pay the Price for Products supplied to it prior to dispatch of goods and services. Customers who have an established credit account with M2 Technology must pay by the date shown on the invoice or, if no date is shown, within 30 days of the date of the invoice.

3.6 Customer must not withhold payment or make any deduction from the invoiced price or any other amount owing to M2 Technology without our prior written consent.

3.7 Receipt of any amount will not constitute payment until such time as the amount is paid or honoured in full.

3.8 M2 Technology may in its discretion allocate a payment that does not specifically identify the invoice for which such payment is made in satisfaction for monies owing under any outstanding invoices without regard to the date of those invoices.

3.9 M2 Technology will be entitled to recover from Customer all legal and other costs incurred by us arising from Customer's default in payment and the collection of any overdue monies.

3.10 Where Customer pays by credit or debit card, M2 Technology currently accepts Visa and Mastercard only. M2 Technology may vary the card types it accepts from time to time as indicated on the invoice.

3.11 **REFUND:** Except as expressly agreed by M2 Technology in writing, or as required by law (including any consumer guarantee that cannot lawfully be excluded, restricted or modified), Customer is not entitled to a refund of any amount paid to M2 Technology. Where a refund is agreed or required, it will be made using the same payment method originally used by Customer, unless M2 Technology and Customer agree otherwise.

## 4. Delivery & Installation Conditions

4.1 Any timeframes quoted by us for delivery or installation of the Products are estimates only. We will use our reasonable endeavours to supply the Products in the quantities specified in the relevant Contract.

4.2 M2 Technology will not be liable for any loss suffered by Customer arising out of any delay or failure to deliver or install the Products (or any part of them) or failure to deliver or install the requested quantities.

4.3 Unless otherwise stated in the Contract, delivery costs and installation are not included in the price of the Product. Delivery and installation can be supplied by M2 Technology at an agreed price with Customer. Any setup or installation of other hardware and software may incur additional charges. If at any time any hardware that needs to be re-installed or moved at the request of the Customer, additional charges are applicable.

4.4 M2 Technology is entitled to refuse to deliver the Products to Customer if there are any outstanding monies owing to M2 Technology.

4.5 Delivery of the Products will be made in the manner and at the place specified in the relevant Contract or if not specified, delivery will be made as determined by us.

4.6 Customer agrees to accept delivery of the Products at any time between 8.30am to 5.00pm on a Business Day.

4.7 If we fail to deliver some or all of the Products pursuant to a Contract, Customer will not be entitled to cancel that Contract or any other order, Contract or delivery. M2 Technology will not be obliged to accept any claims for shortages of deliveries or non-conforming Products unless written notice of the claim is given to M2 Technology within 10 Business Days after receipt by Customer of the Products at the delivery destination.

4.8 If Products are supplied with labels, Customer must not alter, remove, conceal or tamper with any serial numbers, batch numbers or other means of identification used in relation to the Products.

4.9 M2 Technology reserves the right to deliver the Products by instalments. Each instalment may be invoiced separately and will be deemed to be a separate contract under the same provisions as the main Contract.

4.10 M2 Technology may suspend or cancel delivery of the Products if we reasonably believe that the Products may cause injury or damage (including for technical, scientific or efficacy reasons) or may infringe the intellectual property rights of any person, or if payments owing from Customer to M2 Technology remain outstanding. No such suspension or cancellation will in any way constitute admission of liability or fault on M2 Technology's part.

## 5. Risk and Title

5.1 Legal and beneficial ownership in the Products will not pass to Customer until Customer has paid in full the Price for those Products.

5.2 Risk of loss of or damage to the Products will remain with us only until the first of the passing of title to the Products to Customer, or delivery of the Products by M2 Technology to Customer in accordance with clause 4. Thereafter risk of damage to, or loss or deterioration of, the Products from any cause whatsoever passes to Customer.

5.3 Until all outstanding monies have been paid to M2 Technology for Products delivered to Customer:

(a) in the event of a default (specified in clause 9), M2 Technology or its representative will be entitled, without the necessity of giving any notice, to enter premises occupied by Customer to search for and remove any of those Products without in any way being liable to Customer, and may dispose of or retain such Products as we see fit without being required to give notice or account to Customer. If the Products or any of them are wholly or partially attached to or incorporated in any other product, M2 Technology may (when practical) disconnect them in any way necessary to remove the Products; and

(b) all costs and expenses incurred by M2 Technology as a result of taking action in accordance with clause 5.3(a), together with transportation and storage charges, must be paid by Customer to M2 Technology on demand.

5.4 Until title to the Products passes to Customer, Customer acknowledges and agrees:

(a) that the Products supplied and not resold are held by it as a bailee for M2 Technology;

(b) Customer may resell the Products without the right of Customer to bind M2 Technology to any liability to any third party (whether contractual or otherwise);

(c) any resale of the Products must only be made on the condition the purchaser is expressly made aware of the existence of M2 Technology's rights under this clause 5;

(d) if the Products have been resold by Customer, Customer will hold so much of the proceeds of sale as does not exceed the outstanding monies on trust for M2 Technology immediately when they are receivable or received;

(e) when the proceeds held in trust for M2 Technology under clause 5.4(d) are received they must either be paid immediately to us or held in a separate bank account as trustee for us and they must not be used by Customer in any other way whatsoever; and

(f) the authority conferred on Customer by clause 5.4(b) may be revoked by written notice from M2 Technology at any time if M2 Technology deems the credit of Customer to be unsatisfactory or if Customer is in default in the performance of its obligations under any Contract, these Conditions or any other agreement between M2 Technology and Customer.

5.5 The Customer acknowledges that M2 Technology reserves the right to secure its interest under the PPSA in all Products supplied by M2 Technology to the Customer. Customer consents and agrees that:

(a) It must sign all documents and take all steps as M2 Technology may reasonably require in connection with the registration; and

(b) The security interest created by this agreement or any other document relating to the subject of this agreement may be registered with the relevant authority or public register; and

(c) M2 Technology is not obliged to give any notice or documents under the PPSA unless the relevant obligation cannot be excluded. Customer waives its right to be provided with verification statements pursuant to section 157 of the PPSA.

## 6. Warranties

6.1 M2 Technology warrants that all Products supplied to Customer will, subject to this clause 6, comply with M2 Technology's specifications for those Products (or if no such specifications exist, will be free of defects in materials and manufacture), until the date falling 12 months from the date of delivery of the Products by M2 Technology to Customer (the Warranty Period).

6.2 If a Product does not comply with the warranty set out in clause 6.1 and Customer notifies M2 Technology in writing of the defect during the Warranty Period within 10 Business Days of the defect coming to its notice, M2 Technology will, at its option, either repair or replace the Product. The Product must be returned by Customer to M2 Technology, at Customer's expense.

6.3 The benefit of the warranty in clause 6.1 is personal to Customer and is not assignable without the prior written consent of M2 Technology.

6.4 This clause is to be read in conjunction with the attached Appendix E: Warranty Cover and Conditions.

## 7. Limitation of Liability

7.1 Any provision of these Conditions that excludes any terms, conditions or warranties, or limits the liability of a party will apply only to the extent permitted by law and these Conditions will be construed subject to such terms, conditions, warranties and limitations.

7.2 Subject to clause 7.1, where any terms, conditions or warranties are implied by law into these Conditions which the law expressly provides may not be excluded, restricted or modified, or may be excluded, restricted or modified only to a limited extent, the liability of M2 Technology to Customer under such implied terms, conditions or warranties is limited, at the option of M2 Technology, to the repair or replacement of goods, or payment of the cost of repairing or replacing the goods.

7.3 Except as expressly provided in these Conditions, to the extent permitted by law, M2 Technology will have no liability to Customer, however arising and under any cause of action or theory of liability, in respect of special, indirect or consequential damages, loss of profit (whether direct or indirect) or loss of business opportunity.

## 8. Indemnities

8.1 If Customer gives instructions to M2 Technology with respect to the manufacture, packaging, sale or supply of the Products, Customer warrants to M2 Technology that adherence by M2 Technology to any such instructions will not infringe the intellectual property rights of any other person.

8.2 Customer releases and indemnifies M2 Technology, its related bodies corporate, and their respective officers, employees, consultants and agents from and against all actions, claims, proceedings and demands (including those brought by third parties) which may be brought against it or them, whether on their own or jointly with those indemnified, and whether at common law, in equity or pursuant to statute or otherwise, in respect of any loss, death, injury, illness or damage (whether personal or property, and whether direct or consequential, including consequential financial loss) arising out of a breach of Customer's warranties or obligations contained in these Conditions, and from and against all damages, reasonable costs and expenses incurred in satisfying, defending or settling any such claim, proceeding or demand.

## 9. Default

9.1 If an Insolvency Event occurs in relation to Customer or any other event occurs which gives M2 Technology reasonable grounds for doubting the credit of Customer, we may by notice to Customer, at its option and without prejudice to any other right it may have, suspend or terminate a Contract or require payment before or on delivery of the Products (notwithstanding the terms of payment applicable to the Products), or cancel any undelivered or uncompleted Products under a Contract, and may retain any monies paid by Customer in relation to the Contract and apply such monies against any loss or damage incurred by it in relation to the default by Customer.

## 10. Force Majeure

10.1 Neither party will be liable for any delay or failure to perform its obligations under these Conditions (other than payment obligations) if such delay is due to Force Majeure.

10.2 If a delay of a party to perform its obligations is caused or anticipated due to Force Majeure, the performance of that party's obligations will be suspended.

## 11. Confidentiality

11.1 These Conditions and the provisions of all Contracts are confidential and must not be disclosed by Customer to any third party without our prior written consent unless such disclosure is required by law.

11.2 The restrictions contained within this clause 11 do not apply to any of these Conditions or provisions of Contracts that M2 Technology has itself placed in the public domain.

## 12. Privacy

12.1 M2 Technology has published a Privacy Policy which is incorporated into these Conditions by reference and can be viewed at www.m2technology.com.au.

12.2 M2 Technology's collection and use of your personal information may be for purposes including:

(a) to process and administer your dealings as a Customer, including assessing your credit worthiness;

(b) to provide you with the Products and services you have requested and assisting you with further relevant information including Product related information; and

(c) to administer the transactions contemplated by the Conditions.

12.3 M2 Technology will generally:

(a) use personal information provided to it for the purposes relating to the terms of this agreement;

(b) use personal information collected by it in accordance with its Privacy Policy and the Privacy Act 1988 (Cth) (the "Privacy Act"); and

(c) not sell, trade, give or pass on to any third party any personal information unless such a disclosure is contemplated by and directly related to the purpose outlined by the terms of this Agreement, or the Customer consents to such a disclosure or such disclosure is required to do so by law.

12.4 Customer therefore authorises M2 Technology to disclose Customer's personal information to third party contractors and service providers that assist M2 Technology to operate its business and assist M2 Technology to fulfil the terms of this agreement such as contractors and service providers involved in services including but not limited to the processing of orders, order fulfilment and the collection of outstanding debts.

12.5 By entering into this agreement Customer acknowledges that it has read M2 Technology's Privacy Policy and consents to the terms thereof.

12.6 Customer warrants that it shall comply with the provisions of the Privacy Act and shall not (as far as practicable) knowingly do anything or permit anything to be done which might lead to a breach of any such legislation.

12.7 M2 Technology's approach to the retention and deletion of information, including personal information, is set out in its Data Retention Policy, which is incorporated into these Conditions by reference and can be viewed at www.m2technology.com.au.

## 13. General

13.1 Customer must comply with all applicable laws, regulations, industry standards and codes of conduct in Australia and any other relevant jurisdiction in relation to all matters contemplated (whether expressly or implicitly) by these Conditions.

13.2 In these Conditions and any Contract, unless the contrary intention appears:

(a) a person includes a corporation, unincorporated association, partnership, joint venture or public, statutory or governmental association or agency;

(b) a statute or regulation includes an amendment, replacement or re-enactment of that statute or regulation;

(c) a reference to dollars is to Australian Dollars;

(d) the word "including" and similar expressions are not words of limitation;

(e) a reference to conduct includes any omission and any statement or undertaking, whether or not in writing; and

(f) where an act is to be performed on a day that is not a Business Day, the act will be required to be performed on the following Business Day.

13.3 Any notice required or permitted in connection with these Conditions or any Contract will be deemed to have been duly given when made in writing and delivered or sent by electronic mail

or post to the party to whom such notice is intended to be given, at the address or electronic mail address of that party in the Contract or to such other address or electronic mail address as may from time to time be notified in writing to the other party.

13.4 The Customer must advise M2 Technology within 5 Business Days of any changes to the information shown on the Contract that would be deemed reasonable for advisement including your inability to fulfil the terms of the Contract.

13.5 If any provision of these Conditions is invalid, illegal or unenforceable, these Conditions take effect (where possible) as if they did not include that provision.

13.6 Any failure by M2 Technology to insist upon strict performance by Customer of any provision in these Conditions will not be taken to be a waiver of any existing or future rights of M2 Technology in relation to the provision.

13.7 Customer must not assign or otherwise deal with its rights or obligations under these Conditions or a Contract without the prior written consent of M2 Technology.

13.8 These Conditions and Contracts are governed by the laws of Western Australia, Australia. The parties agree to submit to the non-exclusive jurisdiction of the courts of Western Australia, Australia.

13.9 These Conditions (together with the Contracts) contain the entire agreement of the parties with respect to its subject matter and may only be amended in writing.

13.10 These Conditions do not create a relationship of agency, partnership, joint venture or employment between the parties. Neither party has any authority to act for or incur any liability or obligation on behalf of the other party in any manner.

# M2 TECHNOLOGY GROUP PTY LTD
# APPENDIX A: M2 ON HOLD TERMS AND CONDITIONS

These Conditions are in addition to the General Terms and Conditions for M2 On Hold Products.

### 1. Licence to use

Copyright of all material belongs to M2 Technology and are licensed for use by the Customer for the period that fees are paid by the Customer. The material can only be used for the purpose of telephone information on hold.

### 2. Non-refundable

The Contract does not have a cooling off period. The Contract is also not cancellable if you provide incorrect information as to the compatibility with your telephone system, or LAN connection, or analogue capacity, or you have made an incorrect choice that does not suit your needs.

Hardware/programs not utilised are non–refundable unless a suitable negotiated payout figure is agreed to by M2 Technology Pty Ltd.

### 3. Voice Service Agreement

(a) Payment – Initial periodic invoice will generally be generated within 5 Business Days from the date of your Contract and, if provided, your bank account or credit card charged. Payment can also be made by electronic funds transfer, however unless otherwise stated, Products will only be dispatched after the first instalment has been received by us. Subsequent periodic billings are payable 7 days from the date of invoice or in the case of direct debit, on the day of the invoice.

(b) Implementation – We will endeavour to adhere to the timelines indicated below however this is a general guide only. We will contact you within 2 Business Days from receiving your Contract to arrange script production. The creation of the script will take up to 4 Business Days and audio file will be ready for dispatch within 2 Business Days from production. As per clause 4.2, we will not be liable for loss or damage resulting from a delay in delivery of the Product, however caused. M2 Technology reserves the right to supply hardware, if applicable, with generic music program to implement the Contract should Customer continue to delay script production after 20 Business Days from date of Contract.

(c) Unused Audio Productions – Customer is entitled to a number of audio productions per year as per the Contract. We will contact you to update your audio production. If after attempts by us and Customer has not taken up the allocated audio productions, we reserve the right to provide refreshed audio productions with new voice and music while retaining the same script content without Customer's consent. Any unused audio productions within the Term of the Contract are non-refundable.

(d) Non-Cancellable During Term – Subject to the provisions in the General Conditions, the Contract cannot be cancelled or terminated during the Term. Cancellation of the Contract by Customer for any reason will incur full payment of the contracted fees for the balance of the Term unless a substituted amount is agreed by M2 Technology.

(e) End of Term – At least 30 days prior to the end of the Term, Customer shall have the option to exercise by way of written notice to M2 Technology:

  (i) Confirm termination of Contract at end of current Term and return any applicable hardware to M2 Technology at the Customer's expense in good working condition; or

  (ii) Extend for a further Term with a new Contract;

Failure by Customer to provide notice of intention will result in the Contract being renewed on the existing Contract terms for a further twelve (12) months.

(f) Ownership – Ownership of any hardware provided under a Contract that is a Voice Service Agreement ("VSA") remain the property of M2 Technology unless Customer has purchased the hardware. Customer must take reasonable steps to protect our ownership of the hardware and not attempt to sell, hire or deal with it in any way. The Customer must also ensure that the hardware is not damaged or destroyed, except for normal wear and tear while in your care.

(g) Defaults and Remedies – The hardware provided under a VSA must be kept securely and covered by your insurance for personal injury and property loss. Customer must indemnify M2 Technology for:

  (i) The cost of repair or replacement for any loss or damage while in your care and must continue to meet the obligations of the Contract.

  (ii) Any liability for any death or damage to any person or property arising directly or indirectly from the hardware or its use made against M2 Technology's in connection with the hardware and its operations.

(h) Hardware failure – M2 Technology will provide remote support you or your technician for hardware supplied under a VSA. If the hardware is required to be returned to us for assessment, Customer is responsible for the cost of returning and insuring it.

# M2 TECHNOLOGY GROUP PTY LTD
# APPENDIX B: M2 IMAGE DIGITAL SIGNAGE PRODUCTS

This Appendix is in addition to the General Terms and Conditions and applies to M2 Technology's digital signage product offerings, which are marketed and sold under the M2 Image business name.

This Appendix is divided into two parts:

(a) Part 1 applies to Onquevision, the digital signage software developed and owned by M2 Technology; and

(b) Part 2 applies to Fusion Signage, a third-party digital signage software product which M2 Technology resells.

Where a Customer procures both Onquevision and Fusion Signage, both Part 1 and Part 2 apply to the extent relevant to the Product procured.

## PART 1 – ONQUEVISION DIGITAL SIGNAGE END USER LICENCE AGREEMENT

This Part 1 is in addition to the General Terms and Conditions for Onquevision Digital Signage Products, marketed under the M2 Image business name.

**IMPORTANT: PLEASE READ THIS END USER LICENSE AGREEMENT CAREFULLY. BY USING THE SOFTWARE, YOU CONFIRM THAT YOU ACCEPT AND AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO THIS AGREEMENT, PLEASE DO NOT USE THE SOFTWARE AND RETURN IT TO US. IF YOU HAVE ACQUIRED THE SOFTWARE AS PART OF A PRE-CONFIGURED HARDWARE SYSTEM ON WHICH THE SOFTWARE HAS BEEN INSTALLED AND DO NOT AGREE TO THIS AGREEMENT, YOU MUST PROMPTLY CEASE USING THE HARDWARE/SOFTWARE AND RETURN THE PRE-CONFIGURED HARDWARE SYSTEM WITH THE SOFTWARE TO US.**

This End User License Agreement ("EULA") is entered into between M2 Technology Group Pty Ltd (trading as M2 Image) and the Licensee of the Software (as defined below).

### 1. Definitions

"Campaigns" means the creation, development and management of content, multi-media files, and/or the planning or scheduling of information using the Software.

"Commencement Date" means the ship date of the Software from M2 Technology.

"Documentation" includes the user guides, tutorials, printed instructions, reference manuals, and any other explanatory materials developed by M2 Technology for use in connection with the Software that accompany or are stored on or in the Software.

"Licensee" includes the Customer, end user, purchaser, licensee or any person or entity (including, for the avoidance of doubt, any employee or agent of the licensee) that uses the Software.

"Software" means the Onquevision digital signage software supplied by M2 Technology, marketed under the M2 Image business name, including Documentation for the software, upgrades and Software Updates and content integrated into the product.

"Software Updates" includes bug fixes, documentation improvements and feature additions.

### 2. Grant of Licence

2.1 Subject to the terms and conditions set forth in this EULA, M2 Technology hereby grants to the Licensee a non-exclusive, non-transferable, non-sublicensable license for "non-profit" use of the Software. "Non-profit" means that the Licensee does not charge or accept compensation for the use of the Software.

2.2 The Software may from time to time include or be supplied with third-party materials, which may be subject to additional terms and conditions found in a separate licence agreement. Where this is the case, by agreeing to this EULA, you also agree to those third-party terms and conditions, which will be made available to you.

2.3 This EULA is effective as of the date at which the Licensee accepts the license terms as set forth above, and will continue unless terminated.

2.4 Scope of License and Use

The Licensee may use the Software on only one, single-user hardware per license. The Licensee may internally transfer the Software to a different, single-user hardware, provided that the Software is permanently uninstalled and/or deleted from the hardware from which the software is transferred.

The Licensee must pay the initial software fee and the ongoing license fee in order to use and continue using the Software.

The Licensee may publish or transmit Campaigns for playback (i) to one or more properly licensed individual Onquevision hardware; and (ii) to an audio visual network of screens showing identical content controlled by a properly licensed individual Onquevision hardware. Notwithstanding the above, the Licensee shall not directly or indirectly, use or cause to be used the Campaigns without having properly licensed Software.

The Software is licensed, not sold. This EULA only gives the Licensee some rights to use the Software. M2 Technology reserves all other rights. The Licensee may use the Software only as expressly permitted in this EULA. Except expressly permitted, or as otherwise agreed to in writing by M2 Technology, the Licensee shall not, and shall not permit any user of the Software to:

(i) work around any technical limitations in the Software or attempt to discover the source code of the Software;

(ii) publish or place the Software and Documentation for others to copy;

(iii) make more copies of the Software and Documentation;

(iv) sell, lease, rent, redistribute, assign, sublicense, or transfer any portion of the Software and Documentation;

(v) reproduce, alter, translate, modify, adapt, decompile, merge with another software, reverse engineer or disassemble the Software and Documentation;

(vi) offer the use of the Software and Documentation to third parties as an application service provider, service bureau or remote-hosted service;

(vii) deliver, export, transfer or otherwise distribute the Software and Documentation acquired hereunder; or

(viii) create derivative works based upon the Software and Documentation.

M2 Technology remains the owner of all rights, titles and interests in the Software and Documentation.

## 3. Confidential Information, Title and Copyrights

3.1 The Licensee acknowledges that the Software, Documentation, Software Updates, enhancements, modifications, additions, new releases of or to the Software contain confidential information of, are trade secrets of, and are proprietary to M2 Technology and that title to such materials is and shall remain with M2 Technology. The Licensee shall maintain in strict confidence the M2 Technology confidential information, but, at a minimum, to take those precautions that it utilises to protect its own confidential information.

3.2 All applicable rights to patents, copyrights, trademarks and trade secrets in the Software and other proprietary materials, including any media, are and shall remain with the materials' original owner and are protected by Australian copyright laws and international treaties. The Licensee shall not assert any right, title or interest in the Software or other materials provided to the Licensee under this EULA, except for the limited license rights expressly granted to the Licensee hereunder. The Licensee shall not modify, delete or create derivative works or otherwise exploit such material.

3.3 The Licensee's use of the Software, including the contents of the software's media gallery and the organisation and presentation thereof, must comply with all intellectual property laws, including applicable copyright laws, trademarks, trade names and similar rights. Content the Licensee accesses by use of the Software may be protected by copyright and other intellectual property laws. If the Licensee is not the owner or rights holder of such content, or are not authorised by the owner or rights holder of such content, the Licensee should be aware that such use may be violating the intellectual property rights of the owners of such content. If the Licensee is not the owner or rights holder of such content, and if the Licensee distributes such content or otherwise make it available to anyone else in violation of the intellectual property rights of the owners of such content, the Licensee will be in violation of this EULA.

3.4 The Licensee shall not obscure, alter or remove any copyright, trademark, trade names, product names, logos or other proprietary notices or legend contained on or included in the Software or Documentation.

## 4. Limited Warranties

4.1 Software Limited Warranty and Remedy.

A. Provided that the Licensee is not in breach of any of its obligations under this EULA, M2 Technology warrants for a period of thirty (30) days from the Commencement Date (“Warranty Period”), that the Software will substantially conform to the Documentation provided by M2 Technology with the Software. The Licensee's sole remedy and M2 Technology's sole obligation under this EULA for breach of this warranty is, at M2 Technology's sole option, (i) the remedy of the nonconformity or (ii) the refund of the price paid for the media and supplied hardware (if applicable). Any request for the above remedies must be made within the Warranty Period to M2 Technology. In the event of a refund, this EULA will immediately terminate without further notice, and Licensee will have no further rights or license to use the Software or Documentation.

B. Any replacement hardware, software or media will be warranted for the remainder of the original Warranty Period or for an additional thirty (30) days whichever is longer.

C. This limited warranty is void if nonconformance of the Software results from or is related to the

(i) improper installation or operation of the Software by or on behalf of the Licensee;

(ii) failure of Licensee's hardware or non-M2 Technology software;

(iii) incompatibility of such hardware and non-M2 Technology software systems with the Software;

(iv) alteration, modification or unauthorised integration of the Software by or on behalf of the Licensee; or

(v) accident, abuse or misapplication of the Software.

4.2 Disclaimer of Warranties.

M2 TECHNOLOGY MAKES NO WARRANTY, REPRESENTATION OR PROMISE EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, M2 TECHNOLOGY DISCLAIM AND EXCLUDE ANY AND ALL OTHER WARRANTIES, INCLUDING

WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR RESULTS REGARDLESS OF WHETHER M2 TECHNOLOGY KNOWS OR HAD A REASON TO KNOW OF THE LICENSEE'S PARTICULAR NEEDS. M2 TECHNOLOGY DO NOT WARRANT THAT THE SOFTWARE OR DOCUMENTATION WILL SATISFY THE LICENSEE'S REQUIREMENTS; THAT THE SOFTWARE AND DOCUMENTATION ARE WITHOUT DEFECT OR ERROR; OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. NO EMPLOYEE, AGENT, DEALER OR DISTRIBUTOR OF THE SOFTWARE IS AUTHORISED TO MODIFY THIS LIMITED WARRANTY, NOR TO MAKE ANY ADDITIONAL WARRANTIES.

### 5. Limitation of Liability

5.1 IN NO EVENT SHALL M2 TECHNOLOGY AND OUR AUTHORISED REPRESENTATIVES BE LIABLE FOR ANY PERSONAL INJURY, OR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION, LOSS OF DATA, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS OR COMMERCIAL DAMAGES OR LOSSES) ARISING OUT OF OR RELATED TO THE LICENSEE'S USE OR INABILITY TO USE THE SOFTWARE, HOWEVER CAUSED, REGARDLESS OF WHETHER M2 TECHNOLOGY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. M2 TECHNOLOGY'S AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS LICENSE OR THE SOFTWARE AND DOCUMENTATION IS LIMITED TO THE AMOUNT ACTUALLY PAID FOR THE LICENSE.

### 6. Indemnification

6.1 M2 Technology will have no liability for, any claim of infringement caused or alleged to be caused by:

(i) the use of the Software, hardware, data, or content, including but not limited to software, hardware, data, or content of the Licensee;

(ii) infringement that would have been avoided without the use or combination of the Software, hardware, content, or data;

(iii) the presence of any alteration or modification of the Software by the Licensee or any third party acting on Licensee's behalf; or

(iv) the Licensee's continuing the allegedly infringing activity after being notified thereof or after being informed and provided with modifications that would have avoided the alleged infringement.

6.2 The Licensee shall indemnify, defend and hold M2 Technology, its directors, officers, agents and employees harmless from any claims, demands, or causes of action whatsoever by a third party against M2 Technology arising as a result of the Licensee's use or operation of the Software. For the avoidance of doubt, and without limiting the scope of the immediately preceding sentence, the Licensee shall indemnify, defend and hold M2 Technology, its directors, officers, agents and employees harmless from any third party claims, demands, or causes of action whatsoever arising from or related to the display, broadcast, reproduction, performance or other use or distribution of audio, visual, graphical and textual information developed by or on behalf of Licensee and not included in the Software.

### 7. Termination

7.1 The Licensee may terminate this EULA after the minimum term as described in the Contract and by giving 30 day's notice to M2 Technology of its intent. The software fees and any license fee paid are not refundable and M2 Technology will have no obligation to refund any amounts paid by Licensee under this EULA upon its termination. The Licensee is liable for outstanding software fees and license fees up to and including the termination date and must be paid in full by the Licensee.

7.2 In the event that the Licensee terminates this EULA for any reason before the end of the minimum term, the Licensee shall be liable for all software fees and license fees up to and including the end of the minimum term, unless otherwise agreed to in writing with M2 Technology.

7.3 M2 Technology may terminate this EULA and all licenses granted hereunder upon thirty (30) days prior written notice if the Licensee fails to comply with any of the terms and conditions of this EULA, and such noncompliance is not cured within such thirty (30) day period.

7.4 M2 Technology may terminate this EULA and all licenses granted hereunder at any time without reason to the Licensee by giving thirty (30) days written notice to the Licensee. If the EULA is terminated under this clause, the Licensee is liable for outstanding software fees and license fees up to and including the termination date and must be paid in full by the Licensee. Any license fees paid by the Licensee beyond the termination date will be refunded to the Licensee.

7.5 The software fee and hardware costs are not refundable under any circumstances unless expressly indicated in this EULA.

7.6 Upon any termination of this EULA, the Licensee must cease all use of the Software, and return to M2 Technology all copies of the Software, together with the Documentation, or certify to M2 Technology's reasonable satisfaction the destruction or permanent deletion of all copies of the Software and Documentation from its hardware systems.

### 8. General

#### 8.1 Assignment

The Licensee may not assign or transfer any rights, duties, obligations or privileges under this EULA without the prior written consent of M2 Technology. A change of control or ownership shall be deemed to be an assignment under this EULA. The Licensee shall remain liable and responsible to M2 Technology for the performance and observance of all duties and obligations if consent from M2 Technology is not sought and granted.

If M2 Technology consent to the assignment or transfer, the Licensee must transfer this EULA, the Software and Documentation, including all copies, updates, prior versions to such person or entity and that the Licensee retain no copies of the Software and Documentation.

*Clauses 13.5 (Severability) and 13.6 (Waiver) of the General Terms and Conditions also apply to this EULA.*

#### 8.2 Changes to this EULA

M2 Technology reserves the right to change, modify, delete or add to the clauses contained in this EULA at any time. The Licensee will be notified of such alterations and by continuing to use the Software, the Licensee is deemed to indicate agreement to comply with the revised EULA. If the Licensee does not agree to the alterations, the Licensee must cease using the Software immediately and the EULA is terminated as per section 7.

## PART 2 – FUSION SIGNAGE (RESOLD PRODUCT)

This Part 2 is in addition to the General Terms and Conditions and applies where Customer procures access to Fusion Signage through M2 Technology.

### 1. Background

1.1 Fusion Signage is a digital signage content management system owned and operated by Fusion Signage Pty Ltd (ACN 644 714 081), which is independent of and unrelated to M2 Technology.

1.2 M2 Technology is an authorised reseller of Fusion Signage. M2 Technology's role is limited to reselling Customer's access to Fusion Signage, and, where applicable, related hardware, installation and support services provided by M2 Technology in its own capacity.

## 2. Fusion Signage End User Licence Agreement

2.1 Customer's use of Fusion Signage is governed directly by Fusion Signage Pty Ltd's End User Licence Agreement / Terms of Use (Fusion Signage EULA), currently available at https://fusionsignage.com.au/terms-of-use, as amended by Fusion Signage Pty Ltd from time to time.

2.2 By using Fusion Signage, Customer agrees to be bound by the Fusion Signage EULA in force at the relevant time, which forms a direct agreement between Customer and Fusion Signage Pty Ltd. M2 Technology is not a party to that agreement.

2.3 Customer will not be able to access Fusion Signage unless it agrees to the Fusion Signage EULA. M2 Technology will provide Customer with a copy of, or a link to, the current Fusion Signage EULA on request.

2.4 Fusion Signage Pty Ltd may vary the Fusion Signage EULA at its sole discretion. M2 Technology recommends Customer periodically review the current version at the link above, as the version in force at the relevant time will apply. M2 Technology is not responsible for notifying Customer of changes made by Fusion Signage Pty Ltd.

## 3. No Licence Granted by M2 Technology

3.1 M2 Technology does not grant Customer any licence, sublicence or other right to use Fusion Signage. Any right to use Fusion Signage is granted solely by Fusion Signage Pty Ltd under the Fusion Signage EULA.

3.2 Any hardware, installation or support services supplied by M2 Technology in connection with Fusion Signage are provided by M2 Technology in its own capacity under the General Terms and Conditions (including clauses 4 to 9), and not as agent of, or on behalf of, Fusion Signage Pty Ltd.

## 4. Warranties and Liability

4.1 To the extent permitted by law, M2 Technology gives no warranty regarding the availability, performance, accuracy or fitness for purpose of Fusion Signage, and excludes all liability for any loss or damage arising from Customer's access to or use of Fusion Signage, which is a matter between Customer and Fusion Signage Pty Ltd under the Fusion Signage EULA.

4.2 Nothing in this Part 2 excludes, restricts or modifies any consumer guarantee or other right that cannot lawfully be excluded, restricted or modified.

# M2 TECHNOLOGY GROUP PTY LTD
# APPENDIX C: SOFTWARE DEVELOPMENT

These Conditions are in addition to the General Terms and Conditions and apply where M2 Technology provides software development services to Customer, including bespoke application development, custom software unrelated to CommTrak, CommTrak customisations, and integration or API development (Software Development Services).

## 1. Scope of Services

1.1 M2 Technology will perform the Software Development Services in accordance with the brief, specification, quote or statement of work agreed with Customer (Brief).

1.2 The Brief, together with these Conditions and the Contract, forms the basis on which M2 Technology quotes and performs the Software Development Services.

1.3 If Customer requests a change to the Brief, M2 Technology may issue a revised quote and/or timeframe reflecting that change (Variation). No Variation is binding on M2 Technology unless agreed in writing (including by email).

## 2. Price and Payment

2.1 Pricing for the Software Development Services is quoted based on the Brief. Where Customer requests a Variation, M2 Technology may issue a revised quote to reflect the additional work, time or cost involved.

2.2 M2 Technology may require payment of a deposit prior to commencing the Software Development Services. The amount of the deposit will be specified in the quote or Contract and is determined on a case-by-case basis.

2.3 Where the Software Development Services require ongoing hosting of the deliverable, the applicable hosting fees will be specified in the quote or Contract and are payable by Customer in addition to the development fees, on the payment terms set out in the quote or Contract.

2.4 Except as otherwise agreed, the balance of fees for the Software Development Services is payable in accordance with the payment milestones set out in the quote or Contract. Clause 3 (Price and Payment) of the General Terms and Conditions otherwise applies.

## 3. Acceptance Testing

3.1 Following delivery of the Software Development Services, or a milestone within them, M2 Technology will provide Customer with a reasonable opportunity to test the deliverable against the Brief (Acceptance Testing).

3.2 Customer must notify M2 Technology in writing of any material non-conformance between the deliverable and the Brief within 10 Business Days of delivery, unless an alternate period is mutually agreed in writing. If Customer does not notify M2 Technology within that period, the deliverable is deemed accepted.

3.3 Where Customer notifies a material non-conformance in accordance with clause 3.2, M2 Technology will investigate and remedy any confirmed non-conformance with the Brief within a reasonable time, at no additional charge, provided the non-conformance is not caused by a Variation, misuse, or modification of the deliverable by Customer or a third party.

## 4. Intellectual Property

4.1 Where the Software Development Services relate to, integrate with, or customise CommTrak (including integrations and APIs built to connect with CommTrak), all Intellectual Property Rights in the resulting deliverables vest in and remain the property of M2 Technology. M2 Technology grants Customer a non-exclusive, non-transferable licence to use those

deliverables for Customer's internal business purposes, for so long as Customer's CommTrak subscription remains current, unless otherwise agreed in writing.

4.2 Where the Software Development Services do not relate to CommTrak, ownership of the Intellectual Property Rights in the deliverables will be as agreed in writing in the applicable Brief, quote or Contract for that engagement. If the Brief, quote or Contract is silent on ownership, Intellectual Property Rights in the deliverables remain with M2 Technology and Customer is granted a non-exclusive, non-transferable licence to use the deliverables for its internal business purposes.

4.3 Regardless of clauses 4.1 and 4.2, M2 Technology retains ownership of all pre-existing Intellectual Property Rights, tools, frameworks, methodologies, libraries and know-how used by M2 Technology in providing the Software Development Services (Background IP). Nothing in this Appendix transfers any Background IP to Customer, and Customer is granted a non-exclusive licence to use any Background IP embedded in a deliverable solely to the extent necessary to use that deliverable as intended.

4.4 For the purposes of this clause 4, Intellectual Property Rights means all present and future rights conferred by statute, common law or equity in relation to copyright, patents, trademarks, designs, confidential information and know-how, anywhere in the world.

### 5. Maintenance and Support

5.1 Ongoing maintenance and support of a deliverable following delivery is not included as part of the Software Development Services, unless separately agreed and quoted by M2 Technology.

5.2 Where Customer has not procured ongoing maintenance or support, M2 Technology will use reasonable endeavours to remedy material defects in a deliverable reported by Customer within a reasonable time following delivery, but is under no obligation to do so free of charge beyond the period referred to in clause 3.3.

### 6. Customer Obligations

6.1 Customer must provide M2 Technology with timely access to the information, materials, feedback, approvals and (where relevant) systems access reasonably required for M2 Technology to perform the Software Development Services.

6.2 Any delay caused by Customer's failure to comply with clause 6.1 may extend the timeframes for delivery and/or increase the cost of the Software Development Services, and M2 Technology will not be liable for any resulting delay.

### 7. Third Party and Open Source Components

7.1 Deliverables may incorporate open-source or other third-party software components, which are licensed to Customer under their own separate licence terms. M2 Technology does not warrant such third-party components beyond passing through the benefit of the applicable third-party licence terms, to the extent it is able to do so.

### 8. Mobile Application Publishing

8.1 Where an app developed under this Appendix is to be published on the Apple App Store and/or Google Play Store (“Store”), the app will be developed and published under M2 Technology’s developer account with the relevant Store. The Customer may request access to the app through its own developer account with the relevant Store.

8.2 The parties acknowledge that each Store requires completion of mandatory content, privacy and age-rating questionnaires as a condition of publishing.

8.3 M2 Technology is responsible for completing the technical and code-related declarations required by those questionnaires based on information provided by the Customer pursuant to

Clause 8.4. However, M2 Technology has no control over, and cannot influence, the rating or assessment assigned by the relevant Store.

8.4 Customer is responsible for providing, and warrants the accuracy and completeness of, all business, legal and functional policy information required to complete those questionnaires, including (without limitation) the app's target age group, the nature and purpose of any data collection, and the app's content moderation rules, as these matters determine Customer's legal and regulatory compliance obligations and are not matters M2 Technology is positioned to determine on Customer's behalf.

8.5 M2 Technology is not liable for any delay, rejection, suspension or removal of an app from either store arising from Customer's failure to provide accurate or complete information in accordance with clause 8.4.

8.6 Customer indemnifies M2 Technology against any claim, loss or liability arising from inaccurate or incomplete information provided by Customer under clause 8.4.

### 9. Warranties and Liability

9.1 M2 Technology warrants that it will perform the Software Development Services with due care and skill.

9.2 Except as expressly set out in this Appendix, clauses 6 (Warranties), 7 (Limitation of Liability) and 8 (Indemnities) of the General Terms and Conditions apply to the Software Development Services as if references to “Products” included the Software Development Services and any resulting deliverables.

# M2 TECHNOLOGY GROUP PTY LTD
# APPENDIX D: DIRECT DEBIT FACILITY TERMS AND CONDITIONS

These Conditions are in addition to the General Terms and Conditions for the Customer's use of our Direct Debit facility.

## 1. Definitions

"Account" means the account held at your financial institution from which we are authorised to arrange for funds to be debited. It can be a bank account or a credit/debit card.

"Agreement" means this Direct Debit Request Service Agreement between you and us.

"CAS" means Card Access Services Pty Ltd, the company who will arrange the direct debit from your Account on our behalf.

"Debit Day" means the day that payment by you to us is due.

"Debit Payment" means a particular transaction where a debit is made.

"Direct Debit Business Day" means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia. This is distinct from the definition of "Business Day" in the General Terms and Conditions, and applies only to this Appendix D, to reflect that direct debit processing depends on the national banking network rather than a single state.

"Direct Debit Request" means the Direct Debit Request and Authority between us and you.

"Periodic Interval" means the periodic frequency of your invoice as per your Service Agreement. This frequency may be ad hoc, monthly, fortnightly, quarterly, half-yearly, annually or a period as agreed.

"Service Agreement" means the agreement for the provision of product and/or service by M2 Technology Pty Ltd to you including, but not limited to, on hold services, digital signage, software services, and products.

"Your Financial Institution" is the financial institution where you hold the Account that you have authorised us to arrange to debit.

## 2. Debiting Your Account

2.1 By signing the Direct Debit Request and Authority Form, you have authorised us to arrange for funds to be debited from your nominated Account.

2.2 The amount to be debited will be as per your Service Agreement with us and any outstanding invoices including any additional fees and charges that may apply as described in this Direct Debit Request Service Agreement.

2.3 For periodical direct debits, the first debit will be made as per your Service Agreement with us and subsequent Periodic Intervals thereafter until such time as M2 Technology is advised otherwise.

2.4 You will continue to be issued with tax invoices after entering into a direct debit arrangement.

2.5 If the Debit Day falls on a day that is not a Direct Debit Business Day, we may direct your financial institution to debit your Account on the following Direct Debit Business Day. If you are unsure about which day your Account has or will be debited you should ask your financial institution.

## 3. Changes By Us

3.1 We may vary any details of this Agreement or a Direct Debit Request at any time by giving you at least thirty (30) days written notice.

## 4. Changes By You

4.1 Subject to Clause 4.2 below, you may change the arrangements under a Direct Debit Request by contacting us.

4.2 If you wish to defer, cancel or alter the direct debit arrangement, stop or defer a Debit Payment, or cancel your authority for us to debit your Account, you must notify us in writing at least fifteen (15) Direct Debit Business Days before the next Debit Day. This notice should be given to us in the first instance, primarily by email to accounts@m2technology.com.au for expediency, or alternatively by post to M2 Technology Group Pty Ltd, PO Box 588 Applecross WA 6953. Only written requests are accepted.

## 5. Your Obligations

5.1 It is your responsibility to ensure that there are sufficient cleared funds available in your Account to allow a Debit Payment to be made in accordance with the Direct Debit Request.

5.2 It is your responsibility to ensure that the credit card or bank account (including the BSB) information provided to us is valid, complete and correct.

5.3 If a Direct Debit is attempted and/or conducted under this Agreement, and the Direct Debit fails because of insufficient funds, the account information provided is invalid, incomplete, or incorrect or the Account has been transferred, changed or closed:

- you may be charged a fee and/or interest by your financial institution;
- you may also incur fees or charges imposed or incurred by us; and
- you must arrange for the Debit Payment, including any fees resulting from this event, to be made by another method or rectify the problem by an agreed time so that we can process the Debit Payment.

5.4 You should check your account statement to verify that the amounts debited from your Account are correct.

5.5 If M2 Technology is liable to pay goods and services tax ("GST") on a supply made in connection with this Agreement, then you agree to pay M2 Technology on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

## 6. Fees

6.1 We may charge you a direct debit failure fee of $22.00 incl GST for situations described in Clause 5.3 for each Debit Payment attempt. This fee will be charged in your next Debit Payment or you will be invoiced for payment by other means if the failure is not rectified.

6.2 Payments by American Express will attract a credit card fee of 2.25% of the amount debited. This fee may be subject to change from time to time without notice. American Express will no longer be accepted as a payment method after 1 October 2026.

## 7. Dispute

7.1 If you believe that there has been an error in debiting your Account, you should notify us directly on accounts@m2technology.com.au or (08) 9315 0000.

7.2 If we conclude as a result of our investigations that your Account has been incorrectly debited we will respond to your query by arranging for an adjustment accordingly. We will also notify you in writing of the resolution.

7.3 If we conclude as a result of our investigations that your Account has not been incorrectly debited we will respond to your query by providing you with reasons and any evidence for this finding.

7.4 Any queries you may have about an error made in debiting your Account should be directed to us in the first instance so that we can attempt to resolve the matter between us and you. If we

cannot resolve the matter you can still refer it to your financial institution which will obtain details from you of the disputed transaction and may lodge a claim on your behalf.

## 8. Accounts

8.1 You should check:

- with your financial institution whether direct debiting is available from your Account as direct debiting is not available on all accounts offered by financial institutions.
- your Account details which you have provided to us are correct by checking them against a recent account statement.

## 9. Confidentiality

9.1 We will keep any information (including your Account details) in your Direct Debit Request confidential. We will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.

9.2 Our Privacy Policy is available at www.m2technology.com.au.

9.3 We will only disclose information that we have about you:

- to the extent specifically required by law; or
- for the purposes of this Agreement (incl. disclosing information in connection with any query or claim).

## 10. Notice

10.1 If you wish to notify us in writing about anything relating to this Agreement, you should write to us at M2 Technology Pty Ltd, PO Box 588, Applecross WA 6953 or via email to accounts@m2technology.com.au.

10.2 We will notify you by sending a notice either by email to the email address or in the ordinary post to the address you have given us in the Direct Debit Request.

10.3 Any notice sent by email will be deemed to have been received unless we receive a delivery failure or other similar notification. Any notice sent by post is deemed to have been received on the day it would ordinarily have been delivered in accordance with Australia Post's published delivery timeframes for the class of postage used at the time of posting (currently estimated by Australia Post as up to 7 business days for Regular letters), unless the recipient can show it was received on a later day.

# M2 TECHNOLOGY GROUP PTY LTD
# APPENDIX E: WARRANTY COVER AND CONDITIONS

This is to be read in conjunction with Clause 6 of the General Terms and Conditions. This warranty applies to physical hardware supplied by M2 Technology across its product range, including M2 On Hold, M2 Image and resold Fusion Signage hardware, except where a separate warranty is expressly provided for that hardware.

This is a limited 12-month warranty please read carefully. This limited warranty gives you specific rights. You may also have other legal rights that vary from state to state within Australia. Where Product is sold by the reseller ("System Supplier") as principal, the System Supplier has no authority from M2 Technology Group Pty Ltd (the "Company") to give any additional warranty or guarantee on the Company's behalf except as contained or referred to in this document. All items carry warranty activated at time of invoice/lease notification to the invoiced Vendee ("End user"). The repair or replacement of an M2 Technology Group product or parts will assume the remaining warranty coverage of the product. This warranty is a return to base warranty only. You are responsible for the cost of returning the Product to us.

It is the End User's responsibility to ensure that the hardware is connected to a UPS or similar in areas where power failures are common. Damage caused by power failure to system or peripherals is excluded from this warranty. This warranty is void if an incorrect power supply is attached to the unit that does not comply with the product specifications. The Company will not cover under warranty any item that has been connected to a power supply other than that supplied, mishandled, returned inadequately packed and/or otherwise interfered with by unauthorised personnel. The removal of any serial numbers will void warranty. Manufacturer's charges related to voided time delays, handling warranty items shall be borne by the Vendee. The Company will not repair under warranty, damage caused by operation outside of designed working and storage environments, power surges, fluctuations and interference, and external peripheral devices. The Company accepts no additional liability pursuant to this warranty for the costs or travelling, insurance or transportation of the Product or parts to and from the service agent or reseller (system supplier). These costs are not included in this warranty. This warranty does not cover hardware that has been installed by person(s) that are not registered M2 Technology Group Pty Ltd dealer(s)/installer(s).

Equipment Covered: M2 Technology Group Architecture ONLY - this warranty does not cover software or peripheral devices (eg. power supplies/cables) and does not include memory storage facility (eg. memory cards) after three months.

Operating Environment: The hardware should be operating in a relatively clean dust free environment to ensure optimum performance, as dust, grime and moisture can contribute to breakdowns that may not be covered under this warranty.

Geographical Coverage: Australian accredited distributors within the States and Territories of mainland Australia.

Warranty Response: The End User should be responsible for return of hardware. Proof of purchase will be required. Contact M2 Technology Group Pty Ltd Monday to Friday (excluding Public Holidays) between the hours of 8.30am to 5pm. (WST). An Assessment Coordinator will assist with the problem and if required will arrange for an Authorised Repair Depot to receive the system, usually within 8 working hours from initial call. It is your responsibility to deliver the hardware to the nearest receiving depot. In the case of out of warranty power supply, contact M2 Technology Group Pty Ltd for further advice.

Programming: Please note that the warranty cover extends to M2 Technology Group Architecture - HARDWARE ONLY. System programming and message production changes are covered by customer Voice Service or Remote Service Agreements.

Unauthorised Persons: No unauthorised person should endeavour to repair or modify the system. For all modifications or upgrades please contact your system supplier to ensure that your warranty remains intact. All requests for warranty assistance are to be directed to M2 Technology Group Pty Ltd. Failure to do so will void the warranty.

Non Warranty Works: Should M2 Technology Group Pty Ltd be called upon under the warranty and the fault found to be not hardware fault related, you will be quoted and if accepted, invoiced for the cost associated with such works.

### Summary of Warranty Exclusions

We shall not be liable under this warranty for:

1. Loss or damage caused by fire, explosion, direct lightening, power surge and the like, storm, tempest, flood, water damage, rainwater, earthquake, accident, impact, aircraft, burglary, theft or attempts thereof, malicious damage, acts or omissions by any person other than M2 Technology or any external cause.
2. Any defect due to the Product being used for purposes other than for purposes for which it was intended.
3. Loss of use of your equipment or other consequential loss, damage or consequential liability of any description.
4. Peripheral devices such as power supplies, cables or memory cards are not covered beyond initial three month term.
5. Damage or liability arising out of a wilful act or your wilful negligence.
6. Damage caused by the fair wear and tear, accidental and malicious damage or misuse, or attachment of unauthorised additional components is excluded from the warranty.
7. Gradual deterioration, including corrosion, or other ongoing effects caused by environmental conditions.
8. Loss or damage caused by interference by another party and/or attempted remote alterations by electronic means.
9. Loss or damage caused by modifications made to the Product without the written consent of M2 Technology.
10. Installation of hardware by an unauthorised M2 Technology Group Pty Ltd installer/dealer.
11. Loss or damage where the Product has not been used, handled, stored or transported in accordance with M2 Technology's recommendations.

### Warranty Disclaimer and Limitations

THIS WARRANTY STATEMENT FOR THE PRODUCT AND THE SOFTWARE IS IN LIEU OF ALL CONDITIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING BUT NOT LIMITED TO ANY IMPLIED CONDITIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON THE PART OF M2 TECHNOLOGY GROUP PTY LTD, ITS SUPPLIERS OR ITS AUTHORISED SUB-CONTRACTORS. ALL IMPLIED OR STATUTORY WARRANTIES TO THE EXTENT THAT THEY CANNOT BE EXCLUDED ARE LIMITED TO THE EFFECTIVE PERIOD OF THE EXPRESS WARRANTY SET FORTH HEREIN. M2 TECHNOLOGY GROUP PTY LTD WARRANTS THAT THE HARDWARE PRODUCT, PURCHASED FROM M2 TECHNOLOGY GROUP PTY LTD OR FROM AN AUTHORISED RESELLER BY THE ORIGINAL PURCHASER, IS FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP UNDER NORMAL USE. IF THE PRODUCT IS DEFECTIVE IN MATERIALS OR WORKMANSHIP, YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE REPAIR OR REPLACEMENT AS PROVIDED ABOVE. HOWEVER IF THAT REMEDY FAILS OF ITS ESSENTIAL PURPOSE, M2 TECHNOLOGY GROUP PTY LTD RESERVES THE RIGHT TO REFUND THE PURCHASE PRICE OF THE PRODUCT TO THE PURCHASER IN EXCHANGE FOR THE RETURN OF THE PRODUCT. M2 TECHNOLOGY GROUP PTY LTD, ITS SUPPLIERS AND ITS AUTHORISED SUB CONTRACTORS SHALL NOT BE LIABLE FOR ANY DAMAGES INCLUDING, BUT NOT LIMITED TO,

DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OF USE OR DATA, LOSS OF PROFITS OR INTERRUPTION OF BUSINESS, WHETHER SUCH ALLEGED DAMAGES ARE BASED IN WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY, BUT EXCLUDING PERSONAL INJURY), CONTRACT, OR INDEMNITY. EXCEPT TO THE EXTENT PROHIBITED BY LAW.