

cabonet terms and conditions of Service and Use

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Terms and Conditions

These Standard Terms and Conditions are binding on the use of the all 'cabenet' products and services - from when You signup online and subscribe to a cabenet subscription, which provides access to 'the Service' or 'Services'.

The holding company for cabenet Accounting Services (trading as 'cabenet', ABN 84 746 217 401) is Digital Tuna Corporation Pty Ltd (ABN 44 156 858 71).

These terms and conditions apply to You as a user of the Service ("Client or You"). Please read these terms and conditions carefully. It is a condition of use of the Service that you comply with all stated terms and conditions.

cabenet may change or enhance the 'Service' at any time and reserves the right to also change these Terms and condition, effective on posting of the modified terms on the cabenet Website. By continuing to use the Service, you are accepting the amended Terms of Use. We will make reasonable efforts to communicate changes to you via the cabenet user message board and or by email. However, it is your obligation to read, understand and agree to comply with the most recent terms and conditions as posted on our Website.

By registering to use the 'Service' you acknowledge that you have read and understood these Terms and Conditions and have the authority to act on behalf of the entity (the 'Client') subscribing to the account and any person/s authorised or permitted to have access to the 'Service' ('Users'). You are deemed to have agreed to these Terms on behalf of the entity for whom you use the 'Service'.

This agreement commences on the date of online registration and continues until terminated in accordance with the provisions of this agreement.

These Terms and Conditions were last updated on **Friday, 7 December 2018**.

Definitions

In this agreement:

- "Agreement" means these Terms of Use.
- "Fees" means the fees payable by you in accordance with the cabenet Schedule of Fees set out in these Term and Conditions.
- "Confidential information" means all information exchanges between the parties to this Agreement, whether in writing, electronically or orally, including the Service but does not include information that is, or becomes publically available other than through unauthorised disclosure by the other party.
- "Client Data" means all information, data, text, logos, images, documents and/or content inputted by you or with your authority that forms part of your client data file structure.
- "Intellectual Property Right" means any patent, trade mark, service mark, copyright, moral right, right in a design, know-how and any other intellectual or industrial property rights, anywhere in the world wherever registered.
- "Service" or "Services" means all products, resources and services made available (as may be changed or updated from time to time by cabenet) via the cabenet Website.
- cabenet means cabenet Accounting Services - ABN 84 746 217 401. cabenet is a wholly owned entity of Digital Tuna Pty Ltd. (ABN 44 156 858 71).
- "Website" means the Internet Site at the domain www.cabenet.com.au or any other operated by cabenet.
- "Client or "You" or "you" means the person who registers (signs up online) to use the Service, and where the context permits, includes any entity on whose behalf that person registers to use the Service, and any person or organisations that uses the Service with or without authorisation of that person or entity, "Your" has a corresponding meaning.

"Account" means the cabenet subscription account, that has been subscribed to by You.

1. Application and Variation of these Terms

1.1. **These terms and conditions are the terms on which we provide the Service** to you. These terms constitute the agreement in its entirety and supersede prior agreements. We may modify these terms as applying to any agreement, pricing structure for any Service or the terms of the operation by posting on our website and any use of the Service, after that publication will constitute an acceptance of that modification.

2. Service

2.1. cabenet will assign a client account ID and password, to give Your access to the Service, in accordance with your online registration. Records will be created in accordance with information provided in your account Setup (Practice-setup). This right is non-exclusive, non-transferable, and limited by and subject to this Agreement.

2.2. We will advise you of any changes affecting your access or data by notice on your Account Welcome page (www.cabenet.com.au.) and or if considered necessary or feasible, by email to the contact email address, recorded in the Setup - Practice area of Your account.

2.3. Scheduled Maintenance must be performed to data and programs, from time to time. We will attempt to perform scheduled maintenance at times which will affect the least number of Clients. If scheduled maintenance requires the Service to be off-line for more than 30 minutes, we will post details on the cabenet message board, in advance of the scheduled maintenance.

2.4. Unscheduled maintenance may need to be performed - by us or our ISP hosting services. If we become aware of any unscheduled maintenance or other unintended interruption to the Service, we will if feasible post details on the website and OR, advise clients by email or SMS, using the contact information in the account Setup - Practice.

3. Payments to us

3.1. You must pay for the Service as agreed. You must pay the monthly subscription Fees, and any other specific service fees incurred by You and any designated users of your account or incurred through any use of the account ID and password and or any other User passwords created on the account, whether authorised by You or not.

3.2. In addition, You must provide and pay for: (a.) the installation and use of telecommunication services and all equipment needed to access the Service; and (b.) all government taxes, duties and levies (if any) imposed on either You or us in respect of the Services or any other service or goods supplied.

3.3. Subscription and any other fees will be invoiced online to your cabenet account. Your first monthly subscription payment (after registration) will be invoiced, at the start of the next calendar month of Your access to the Service (the first month being the month in which Your registration occurred). cabenet will continue invoicing You monthly in advance for your subscription fee and for any other fees when incurred by You, until this Agreement is terminated in accordance with clause 5.

3.4. Other service Fees are billable on completion of the requested service unless otherwise advised by us.

3.5. If you choose to pay an amount to us in advance, this will be credited to your account and will be applied against future invoices, to reduce the balance owing on your account. Registration and or any other advance payments received, will not be refunded under any circumstances including if You terminate the Service.

3.6. Preferred payment methods are online using, either the ANZ e-gateway for credit cards or BPay via your online banking. Both payment methods can be easily accessed via your account payment link on your cabenet account. You may also choose to pay by direct debit through your online banking facility, please include your client account ID in the transaction details for identification of Your payment.

3.7. Additional fees may apply for processing cheque payments, to cover any bank fees and administration charges incurred by us for processing such payments.

3.8. You must pay all amounts specified by the due date. Your Service will be automatically suspended for non-payment and access will only be reinstated after payment in full of any outstanding balance. You should allow time (prior to the due date) for your payment to be processed by the relevant financial services (Yours and Ours), and to be received and credited to your account to avoid any unintended interruption to Your access.

4. Our Warranties and Liabilities

4.1. We do not warrant that: (a.) the Services provided under this agreement will be uninterrupted or error free; or (b.) the Services will meet your requirements or (c.) the Services will be free from external intruders (hackers) or other persons having unauthorised access to our Services or systems. To avoid doubt, all implied conditions or warranties are excluded in so far as is permitted by law, including (without limitation) warranties of merchantability, fitness for purpose, title and non-infringement.

4.2. Except as expressly provided to the contrary in this Agreement, all warranties whether express, implied, statutory or otherwise, relating in any way to the subject matter of this agreement, are excluded. Where any statute implies in this Agreement any term, and that statute avoids or prohibits provisions in a contract excluding or modifying the application of or liability under such a term, then the term will be taken to be included in this Agreement. However, our liability for any breach of the term will, if permitted by that statute be limited, at our option, to the resupply of the Services again; or payment of the cost of having the Services supplied again (by Us).

4.3. Except under clause 4.2, we will not be liable to You for: (a.) any loss or damage in respect of the provision or use of the Services, (b.) any costs, claims, loss or damage of any kind resulting from your fraudulent, negligent or otherwise unlawful behaviour, (c.) any costs, claims, loss or damage arising from any information, Client Data, other data or material provided to us by You or on your behalf.

4.4 If You use the online Verification Of Identity (VOI) service, you are agreeing to the terms and conditions of use of the *Australia Post Digital-ID service*. We make no warranties and will not be liable for any failure of performance or information resulting from Your use of the Digital-ID service.

5. Your Obligations and Guarantees

5.1. You must only use the Service for your own lawful business purposes, in accordance with these Terms and Conditions and any notice sent by cabenet or condition posted on our Website. You may use the Service on behalf of others or to provide services to others, but if you do so You must ensure that You are authorised to do so, and that all persons for whom or to whom services are provided comply with and accept all terms of this Agreement that apply to You.

5.2. You warrant that: (a.) at the time of entering into this Agreement You are not relying on any representation made by us which has not been stated expressly in this Agreement, or on any descriptions or specifications contained in any other document, including our website, any catalogues or publicity material which we have produced; (b.) You will conduct such tests and computer virus scanning as may be necessary to ensure that Client Data entered or uploaded by You onto or downloaded by You from the server does not contain any computer virus and will not, in any way, corrupt the data or systems of any person; (c.) You will keep secure all passwords used to upload Client Data to the Server and (d.) You hold and will continue to hold the copyright in the Client Data or that You are licensed and will continue to be licensed to use the Client Data.

5.3. You accept responsibility for all Client Data, information and material You input to the Service, and indemnify us and hold us harmless against any liability in relation thereto. In particular, You undertake that You shall not publish or issue any Client Data or information which is illegal or defamatory. You also acknowledge that we do not vet or approve any Client Data, information or material available through the Service and that we do not accept any liability. You access and use such Client Data, information and material at Your own risk.

5.4 You will ensure that all account access information (account ID, usernames and passwords) used to access the Service are kept secure and confidential. You must immediately notify cabenet of any unauthorised use or any other breach of security. You are responsible for assigning user access, user

passwords and appropriate system access level for each user of Your account and must immediately remove any username and other details in Setup-User, for persons that are no longer authorised by You to access the Service.

5.5 You must ensure that Web browser and virus protection software on all devices used to access the Service is kept up-to-date. You must take all other actions that cabenet deems necessary or advisable to maintain the security of cabenet's computing systems and networks and your access to the Service.

5.6 You must not attempt to:

5.6.1 undermine the security and integrity of cabenet's computing systems or networks or where the Services are hosted by or linked with a third party, that third party's computing systems and networks;

5.6.2. gain unauthorised access to any materials other than those to which You have been given express permission to access or to the computer system on which the Services are hosted;

5.6.3. transmit or input to the Service, any files that may damage any other person's computing devices or software, content that may be offensive, or material or Data in violation of any law (including Data or other material protected by copyright or trade secrets which you do not have the rights to use);

5.6.4. modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to deliver the Services or to operate the Website except as strictly necessary for normal business operation.

5.7. You are solely responsible for dealing with persons who access or use the Client Data and must not refer complaints or enquiries in relation to such data to Us.

5.8. You accept responsibility for all information and material, backup and security of Client data created via cabenet and stored on a local network or third-party application or storage service. Users of any third-party application or service connected with Your use of this Service, are solely responsible for their own conduct and the content of any files created and stored to that service. It is your obligation to ensure you and all registered users of Your cabenet account read, understand and agree to comply with any such third-party service provider's terms and conditions.

5.9. You indemnify us against all costs, expenses, loss or liability that we may suffer (directly or indirectly) resulting from: (a.) your breach of these terms, (b.) Your use or misuse of the Service and (c.) the use or misuse of the Service by any person using your account, (d.) publication of defamatory, offensive or otherwise unlawful material on any website forming part of Your Service.

5.10. You warrant and represent that You are acquiring the right to access and use the Services for the purpose of, operation of a business and that, to the maximum extent permitted by law, any statutory consumer guarantees or legislation intended to protect non-business consumers in any jurisdiction does not apply to the Supply of the Services, the Website or these Terms.

5.11. You are solely responsible for ensuring that You comply with all laws (and relevant industry related professional rules and regulations) relating to the conduct of your business and the application of the software and systems in that business, including without limitation to trust accounting, taxation, business document retention and privacy requirements.

6. Our Fees

We aim to provide the most cost-effective legal practice management software solution for law firms of any size.

6.1. Effective 7 December 2018 **cabenet subscription and service fees** are as follows:

6.1.1. **Account Registration** - A one-off fee of \$375 applies on registration for the Service. This covers account setup, introductory online training and advice on conversion from legacy systems (to a max. 2 hours), assisted trust account reconciliation at the end of the first month of trust processing, and access to the Service for the first month after registration. After the completion of the first month of access, the monthly subscription fee will apply (refer below) in addition to any other fees for services requested by You.

6.1.2. **Legal Accounting Subscription** - includes use of legal accounting features, including Trust, Controlled Monies and Office Accounting plus selected time capture tools, billing and invoicing and Matter and Safe Custody registers, and email help desk support. Your monthly subscription fee will be invoiced online to Your account at the start of each calendar month and is payable by the end of that month.

cabonet legal accounting subscription		
Small practice	up to 5 users and level 1 data storage	\$77 per practice / per month <i>inc. GST</i>
Medium practice	up to 10 users and / or level 2 data storage	\$154 per practice / per month <i>inc. GST</i>
Large practice	up to 25 users and or level 3 data storage	\$231 per practice / per month <i>inc. GST</i>
Enterprise	More than 26 or more users and or customised data storage.	Request quote

6.1.3. **cabonet Live integrated legal practice management Subscription** include all legal accounting features (trust and controlled monies accounting, time capture, billing and invoicing, office accounts and financial and performance reports) plus Microsoft Outlook.com calendar, email and tasks and OneDrive cloud document integration, and other functions such as matter dashboard and automated document creation and management.

cabonet Live subscriptions		
Small practice	up to 5 users and level 1 data storage.	\$154 per practice / per month <i>inc GST</i>
Medium practice	up to 10 users and / or level 2 data storage	\$308 per practice / per month <i>inc GST</i>
Large practice	up to 25 users and / or level 3 data storage	\$462 per practice / per month <i>inc GST</i>
Enterprise	26 or more registered users and / or agreed data storage.	Request a quote
User device configuration	Additional assistance to setup the Microsoft interface with cabonet Live for an individual device.	\$88 per user inc. GST per user device.

6.2. **Fees for other services** used or requested by You, these may include but are not limited to:

- **KIStemplate access** added to a legal accounting cabonet subscription is \$22 per month. KIStemplates are included in cabonet Live subscriptions, at no additional cost.
- **Text messaging** - SMS (text) messaging for client payment reminders or other client communications requires Your account to have a minimum credit balance of AUD\$50 or sufficient credit to cover the estimated cost of the message campaign (estimate is provided on screen), before the message or campaign will be initiated by the system.
- **Online Verification Of Identity service** - A VOI fee of \$9.90 inc. GST will be added to Your cabonet account, for each VOI process *initiated* by a cabonet user, for payment by the end of the current calendar month. As with any outstanding fee on Your account, overdue payment will result in a suspension of access until full payment of any balance owing is received.

- **Trust or office account reconciliation service** starts at \$66 inc. GST per reconciliation. The actual fee for a reconciliation, will be based on time and skill required, which is a factor of the number of transactions, the complexity and number of any errors, and actions required to bring about a reconciliation of the account and to generate the compliance report.
- **Month-end trust report compliance notification and online report storage** is \$1.10 inc. GST per occurrence.
- **Requested operator assistance** to resolve accounting or invoicing transaction processing issues, assist with reconciliation queries or assistance to correct operator errors (if permitted under legal profession regulations), will be charged based on the time and skill required to meet the request.
- **Requested phone support** and other services, such as re-establishment of compliance or other reports and additional online training (requested after the first month of access) and face-to-face training when requested for individuals or groups, will incur additional fees. In general, these fees will be based time and skills required on a per hour or part thereof, plus any on-costs incurred.
- Any mutually agreed **system customisation** for firm specific requirements including to user settings, new or amended reports, etc. will incur consulting fees for consultation, design, coding and skills required. These fees may include one-off charges and or amended monthly subscription fees, depending on the type of changes required.
- Generally, any such **fees will be invoiced to Your account** on completion of the requested service, for payment by the end of the current calendar month but in some circumstances, payment prior commencement of the work requested, maybe required.

6.4. Changes to fees. You must acknowledge the right of cabenet to adjust future pricing - without prior notice. However, we will make reasonable efforts to inform clients in advance of price changes.

Your subscription is renewed month-to-month by Your pay of the account in full. Therefore, You are required to pay all fees due (as shown on Your account) before the end of the current month. This includes the applicable monthly subscription fee plus any additional fees applicable to Your account with us, as set out in these terms.

The applicable subscription type and level for Your account will be reviewed periodically by Us and will be adjusted based on the number of registered users (shown in the Setup User area) and the data storage use on the account.

If you choose to pay any amount in advance, this will be credited to Your account and will be applied against future fees incurred, to reduce any balance owing on Your account. However, advance payments will not be refunded under any circumstances, including on termination of the Service.

7. Confidentiality and Privacy

7.1. Unless the relevant party has the prior written consent of the other or unless required by law; each party will preserve the confidentiality of Confidential Information of the other, in connection with these Terms. Neither party will, without prior written consent of the other, disclose or make any Confidential Information available to any person, or use the same for its own benefit, other than as contemplated by these Terms.

7.3. each party's obligations under this clause will survive termination of these Terms.

7.4. the provisions of clauses 7.1 shall not apply to any information which;

7.4.1. is or becomes public knowledge other than by breach of this clause;

7.4.2. is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;

7.4.3. is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party; or

7.4.4. is independently developed without access to the Confidential Information.

7.5. cabenet requests and stores personal information that is essential to meet the legal and business requirements of conducting business with You. Personal or corporate information held by cabenet may include but is not limited to your name, business names, current and previous business addresses, personal and business telephone/mobile phone numbers, email addresses, bank account or credit card details, occupation, and Your cabenet account username and passwords. If you choose not to provide certain personal information cabenet may not be able to provide You with the Services.

7.6 cabenet collects personal information in several ways; directly from you, when you provide information by phone/email or in online forms, or when you submit information through our website, twitter or Facebook pages; from professional bodies while undertaking consultation in relation to legal or professional obligations and from publicly available sources of information.

7.7 Your personal information may be used to verify your identity; to subscribe You to or use the Services; and or to administer and manage those Services, including charging, billing and collecting debts; inform you of ways Your use of the Services could be improved; conduct appropriate checks for credit-worthiness and for fraud; gain an understanding of your information and communication needs, to provide you with a better Service; and maintain and develop our business systems and infrastructure, including testing and upgrading of these systems.

7.8 Your personal information collected by cabenet may be used to promote our Services to You (including but not limited to email, postal and telemarketing, SMS and MMS messages). cabenet does this to keep You informed of its products, services and special offers. If you do not wish cabenet to promote its products, services and special offers to you, please contact us at support@cabenet.com.au to unsubscribe to our information services, in doing so You acknowledge this may affect your use of our Services.

7.9 cabenet may disclose your personal and business information to: Your authorised representatives or legal and business advisers (e.g. when requested by You to do so); credit-reporting and fraud-checking agencies; credit providers (for credit related purposes such as credit-worthiness, credit rating, credit provision and financing); our own professional advisers, including its accountants, auditors and lawyers; and government and industry regulatory authorities and other organisations, as required or authorised by law.

7.10 When You visit the cabenet website (www.cabenet.com.au or www.cabenet.co or any other URL registered by Us) or use our mobile Apps, our hosting servers may record information, such as but not limited to Your user login, time, date, location and IP address.

7.11 cabenet uses 'cookies' on the website and in other online services. Cookies are an industry standard and many websites use them. A cookie is a small text file that websites may place on your computer. Usually, cookies are used as a means for the website to remember your preferences.

In some cases, cookies may collect and store personal information about You as a user of the Service. cabenet extends the same privacy protection to your personal information, whether gathered via cookies or from other sources. You can adjust your Internet browser to disable cookies or to warn you when cookies are being used. However, if you disable cookies, you may not be able to access specific function and areas of the website or take advantage of improved website experiences that cookies offer.

7.12 Legal Profession regulatory bodies with authority in your state of operation, may issue a notice to Us requiring access to documents and other information related to a legal practice using the Service. cabenet will be required to comply with any such notice legally issued, in relation to granting access to records stored on a cabenet Account.

8. Intellectual Property

8.1. General. Title to, and all Intellectual Property Rights to the Service, the Website and any documentation relating to the Service remain the property of Digital Tuna Corporation P/L (or its licensors).

8.2. Ownership of Data. Title to, and all Intellectual Property Rights in the Data remain Your property. However, Your access to the Data on the Service is contingent on full payment to cabenet for all Fees due. You grant cabenet a non-exclusive licence to use, copy, transmit, store and back-

up Your information and data for the purposes of enabling You to access and use the Services and for any other purposes related to provision of Services to You.

9. Data Backup

9.1. cabenet adheres to comprehensive processes for backup of systems, programs and Client data; including duplicated ISP hosting and other offsite backup to commercial grade cloud servers but does not make a guarantee that there will be no loss of data. cabenet expressly excludes liability for any loss of Data, no matter how caused.

9.2 Our hosting services will archive your Data onto backup mechanisms on a regular basis for the purposes of disaster recovery. In the event of equipment failure or data corruption, they will use all reasonable endeavours to restore your Data from the last available, good archive. You acknowledge that any of your Data that is not accessible by us at the time that a backup is carried out, will not be backed up. We do not warrant that backups will:

- (a) occur on every scheduled occasion,
- (b) be complete; or
- (c) be uncorrupted.

We will not be liable for incomplete, out-of-date, corrupt or otherwise deficient Data recovered from our backups where we have acted with reasonable care.

9.3. Notwithstanding these backup regimes, you may export your Matter Register and other data to an e-file, at any time. It is Your responsibility to retain copies (physical and or e-files) of all records required under any Legal Profession Regulation and any other business records, that may be specified by any other applicable industry or government legislation or regulations - while using and on termination of the Service.

9.4 cabenet Live users are responsible for all backup and synchronisations of all Information assets stored to a Microsoft Account (Outlook.com and OneDrive) by the firm and any users of the Service, or Insightly CRM account that may be used in association with Your use of cabenet Services. cabenet is not responsible for backup or protection of this information at any time or under any circumstances.

10. Third party services and Your Data

10.1. If You enable or request cabenet to provide You with access to third-party applications and services for use in conjunction with the Services, You acknowledge that the providers of those third-party applications or services may access Your Data for the interoperation of such third-party applications with the Services. cabenet shall not be responsible for the operation or performance of these third-party applications or any disclosure, modification or deletion of Your Data resulting from any such access to or by third-party application or service providers.

10.2 Information assets stored to Microsoft Accounts (Outlook.com and OneDrive) or an Insightly CRM account used in association with Your cabenet Services, are Your information assets and cabenet is not responsible for the operation, backup or protection of such data at any time or in any circumstances.

10.3 If You use the online Verification Of Identity (VOI) service, you are agreeing to the terms and conditions of use for the *Australia Post Digital-ID service* and to paying Us for all fees billed to your account for VOI processes initiated by any user, of your cabenet account.

11. Suspension or Termination of Service

11.1. We may from time to time without notice suspend the Service or disconnect or deny Your access to the Service: (a.) during any technical failure, modification or maintenance involved in the Service provided that we will use reasonable endeavours to procure the resumption of the Services as soon as reasonably practicable; or (b.) if You fail to comply with any agreement (including failure to pay all fees when due) until the breach (if capable of remedy) is remedied, or do, or allow to be done, anything which in our opinion may have the affect of jeopardising the operation of the Service. Notwithstanding any suspension of any Service, under this clause You shall remain liable for all fees due throughout the period of suspension.

11.2. We may, without notice to You, remove, amend or alter Client Data upon being made aware of: (a.) any claim or allegation; or (b.) any court order, judgment, determination or other finding of a court or other competent body, that the Client Data is illegal, defamatory, offensive or in breach of a third party's rights.

11.3. We may end our Agreement with You and cease providing Services for any reason, on 7 days notice to You. You may close your account with us on receipt of seven days written notice to Us.

11.4. If Your account is closed by either party, you must pay all outstanding fees immediately, and we may delete your Account Data from our systems and any related storage media at any time, unless arrangements (including payment of any related fees) are made by You with Us, at the time of suspension and termination for ongoing data storage.

12. Termination

12.1. These Terms will continue for the period covered by the Fees payable under Clause 6. At the end of each billing period these terms will automatically continue for another period of the same duration as that period, provided You continue to pay the prescribed fees when due, unless either party terminates these Terms by giving notice to the other party, at least giving 7 days written notice before the end of the relevant payment period. If You terminate these terms, You shall be liable to pay all fees owing up to the end of the calendar month, in which the termination notice is given under these Terms.

12.2. cabenet will not refund Account Registration Fees or any other payments including advance payments credited on Your account, at any time including on notice of Termination.

12.3. Breach. If You:

12.3.1. Breach any of these Terms (including, without limitation, by non-payment of any Fees and do not remedy the breach within 14 days after receiving notice of the breach, if the breach is capable of being remedied;

12.3.2. Breach any of these terms and breach is not capable of being remedied which includes (without limitation) any payment of Fees due or overdue; or

12.3.3. You or Your business become insolvent or goes into liquidation or has a receiver or manager appointed over any of its assets or if You become insolvent, or make any arrangement with your creditors, or become subject to any similar insolvency event in any jurisdiction.

12.3.4. cabenet may take any or all the following actions, at its sole discretion:

12.3.5. Terminate this Agreement and Your access to the Services and the Website;

12.3.6. Suspend for any definite or indefinite period, Your access to the Services and the Website;

12.3.7. Take either of the actions in sub-clauses 5 and 6 of the clause in respect of any or all other persons whom You have authorised to have access to Your information and Data; or

12.3.8. Suspend or terminate access to all or any Data.

12.4. Following Termination of Your subscription to any cabenet Service, for whatever reason, we make no guarantee to retain or backup Your account data and will purge the account and data storage on our systems, in line with our internal operational requirements.

12.4.1 If you choose to Terminate Your subscription to the Service, You will ensure before closing the Service that, You have exported the Matter data file and retained hardcopies or e-copies of all information related to the period of Your cabenet use, as may be required according to the requirements of the Legal Profession Regulation and legislation, the Australian Taxation Act as well as any other applicable industry or business standards.

12.4.2 Access to Your data after Termination, while this information is still retained by Us, will only be granted on payment of all outstanding fees or if applicable, payment of our quoted fee for data download for any information as may be requested by You.

13. Support desk

13.1. Technical Issues. cabenet does not provide support for issues that relate to telecommunication services or computer devices used to access the Service. You must take all reasonable efforts to diagnose the nature of any problem with Your use of the Service and check the User Help Library for solutions to common problems, then if unresolved email us at support@cabenet.com.au.

13.2 User support. Users should firstly refer to the online Help library for instructions and explanations regarding use of cabenet modules and features. Further support may be requested by email to support@cabenet.com.au. Fees apply for requested phone support or additional online training sessions (after the initial implementation period) and face-to-face training. cabenet will not provide instruction or advice on business tax or general business accounting issues, only in relation to correct use of the cabenet Service.

13.3. Service availability. Whilst cabenet intends that its services should be available 24 hours a day, seven days a week, it is possible that on occasions the Services or Website may be unavailable to permit maintenance, upgrades and repairs, or due to a failure of telecommunications links and other equipment that are beyond our control. cabenet will take reasonable steps to minimise such disruption to the extent it is within our reasonable control.

cabenet may modify or discontinue, temporarily or permanently, the Services or Materials, or any portion thereof, with or without notice. You agree that cabenet shall not be liable to You or anyone else if we do.

14. General

14.1. These Terms and the terms of any other notices or instructions given to You under these Terms of Use, supersede and extinguish all prior agreements, representations (whether oral or written), and understandings and constitute the entire agreement between You and cabenet relating to the Services and the other matters dealt with in these Terms.

14.2. You grant to us a license to use and reproduce all Client Data to fulfil our obligations under this agreement.

14.3. We may use subcontractors to fulfil any or all our obligations under this Agreement.

14.4. A provision of, or a right created under this agreement, may not be waived except in writing signed by the party granting the waiver, or varied except in writing signed by the parties.

14.6. You may not assign Your rights and obligations under this agreement without our prior written consent.

14.7. Any notice given under these terms by either Party to the other must be in writing by email to or from support@cabenet.com.au. Notices to You will be sent to the contact email address in Your Practice Setup details for Your account.

14.8. A person who is not a party to these terms has no right to benefit under or to enforce any term of these Terms.

15. Jurisdiction

15.1. Your Use of the Service and these Terms of Use are governed by the laws of the State of New South Wales in the Commonwealth of Australia and You agree to submit to the exclusive jurisdiction of the courts in NSW, Australia.

15.2. We do not represent or warrant that cabenet Services will meet the profession standards or other requirements for use by legal practitioners in any jurisdiction, where the Service may be viewed or used. You must ensure that Your use of the Service is in accordance with the laws and professional standards of your jurisdiction.

Updated - Friday, 7 December 2018