

QuantaCom

VOLKCOMM GROUP PTY LTD T/A QuantaCom ABN 12 646 586 861

SERVICES AGREEMENT

STANDARD TERMS AND CONDITIONS FOR WEBSITE DESIGN AND SERVICES

The parties have agreed that QuantaCom shall provide the Customer with website design and development and related services on the terms and conditions set out below.

AGREED TERMS

1. INTERPRETATION

1.1 In this agreement, the following terms shall have the following meanings:

Acceptance	The acceptance or deemed acceptance of the Site by the Customer pursuant to clause 4;
Business Day	Any day (other than a Saturday or Sunday) or when banks are generally open for business in WA, Australia;
Business Hours	Generally 9AM to 5PM AWST UTC+8:00 (Monday to Friday);
Change Control Procedures	The procedures set out in clause 11;
Charges	The charges in respect of the Services, Support Services, set out in the Proposal together with any charges arising from the Change Control Procedures;
Customer	The entity described in the Proposal
Effective Date	The date QuantaCom receives instructions from the Customer to provide the Services on Web Development;
Force Majeure Event	As set out in clause 12.1;
Hosting Services	The hosting of the Site on the Server as described in the Proposal and/or Template including any charges pursuant to clause 6;
Intellectual Property Rights	All intellectual property rights wherever in the world arising, whether registered or unregistered (and including any application), including copyright, know-how, confidential information, trade secrets, business

names and domain names, trade marks, service marks, trade names, patents, petty patents, utility models, design rights, semi-conductor topography rights, database rights and all rights in the nature of unfair competition rights or rights to sue for passing off;

Materials The content provided to QuantaCom by the Customer for incorporation in the Site;

Proposal The high-level description of the Services to be provided by QuantaCom;

Services The design and development services to be provided pursuant to clause 2 and any other service requested by the Customer (excluding the Support Services) as detailed in the Proposal and the Template;

Template The technical and functional specification for the Site produced by QuantaCom;

Third Party Products/Plugins Any third-party software products and/or third-party supplier's services procured on behalf of the Customer by QuantaCom

Visitor A visitor to the Site.

1.2 Clause headings are included in this agreement for ease of reference only and shall not affect the interpretation or construction of this agreement.

1.3 References to clauses and schedules are (unless otherwise provided) references to the clauses and schedules of this agreement.

1.4 In the event and to the extent only of any conflict between the clauses and the schedules, the clauses shall prevail.

1.5 Where the context so admits or requires, words denoting the singular include the plural and vice versa.

1.6 References to "including" and "include(s)" shall be deemed to mean respectively "including without limitation" and "include(s) without limitation".

1.7 References to "content" mean any kind of text, information, images, or audio or video material which can be incorporated in a website for access by a Visitor to that website.

2. SCOPE OF THE PROJECT

2.1 QuantaCom shall:

2.1.1 Liaise with the Customer in developing the look and feel of the Site and the Proposal; and

2.1.2 Design, develop and deliver the Site in accordance with the Proposal; and provide the Services; including citation management on search engines and directories to the location as mentioned below:



2.1.3 Additionally, we will include the following services at no extra charge

2.1.4 Submit site map & Website/business details to Google Analytics, Google Webmaster, Google Business

2.1.5 Add links to Social Media- Facebook, LinkedIn, Twitter, etc. should you desire

2.1.6 Complete Website Setup with latest plugins for example (Live Chat, Contact Form, Dynamic type, AI Bot Chatting with customer, Data Management of the customer, Have a call back option for price quote)

3. CUSTOMER RESPONSIBILITIES

3.1 The Customer acknowledges that QuantaCom ability to provide the Services is dependent upon the full and timely co-operation of the Customer (which the Customer agrees to provide) as well as the accuracy and completeness of any information and data the Customer provides to QuantaCom. Accordingly, the Customer shall provide QuantaCom with access to, and use of, all information, data and documentation reasonably required by QuantaCom for the performance by QuantaCom of its obligations under this agreement.

3.2 The Customer shall be responsible for the accuracy and complete details and material which will be uploaded on the site. All the content provision will be managed and/or approved by the customer.

4. DEVELOPMENT AND ACCEPTANCE OF SITE

4.1 Once QuantaCom has completed the consultation with the Customer pursuant to clause 2.1.1, QuantaCom shall provide the Customer with a Proposal.

4.2 Once the Customer has approved the Proposal QuantaCom shall develop and produce the Template for the approval of the Customer.

4.3 The Customer shall have a period of five (5) Business Days in which to consider the Template and to submit written comments to QuantaCom. The parties shall discuss any proposed amendments and shall use their reasonable endeavors to agree the form of the Template within five (5) Business Days. For the avoidance of doubt if the proposed changes

are material changes and affect the cost of development QuantaCom shall provide the Customer with revised Charges.

- 4.4 If the Customer fails to provide comments pursuant to clause 4.3, QuantaCom shall in its complete discretion invoice the work done to date to the Customer. Such invoices shall be payable pursuant to clause 8.

5. THIRD PARTY PRODUCTS/Plugins

- 5.1 The third-party Products or Plugins will be installed as discussed by both parties. QuantaCom will not be held responsible for the performance of these Website plugins that includes but are not limited to Live Chat, Contact Form, Dynamic type, AI Bot Chatting with customer, Data Management of the customer, Have a call back option for price quote.

6. HOSTING SERVICES

- 6.1 As the Customer request and upon payment of annual charges for the Web Hosting Services, we will provide the Web Service Hosting (usually via Amazon Web Service) Service.
- 6.2 Before commencing the activity, it is responsibility of Customer to check the validity of Domain, QuantaCom under no condition will be held liable for the expired domain.

7. LIMITATION OF REMEDIES AND LIABILITY

- 7.1 Nothing in this agreement shall operate to exclude or limit QuantaCom liability for:
- 7.1.1 death or personal injury caused by its negligence;
- 7.2 QuantaCom shall not be liable to the Customer for any damage to software, damage to or loss of data, loss of profit, anticipated profits, revenues, anticipated savings, goodwill or business opportunity, or for any indirect or consequential loss or damage.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 All Intellectual Property Rights in the Documentation and the Site (including in the content of the Site and the Site Software),but excluding the Materials, arising in connection with this agreement shall be the property of QuantaCom and QuantaCom hereby grants the Customer a non-exclusive license of such Intellectual Property Rights for the purposes of operating the Site.

9. DATA PROTECTION

- 9.1 QuantaCom warrants that to the extent it processes any Personal Data on behalf of the

Customer:

9.1.1 It shall act only on instructions from the Customer; and

9.1.2 It has in place appropriate technical and organizational security measures against unauthorized or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data.

10. TERM AND TERMINATION

10.1 On expiry or termination of this agreement otherwise than on termination by QuantaCom, it shall promptly return all Materials to the Customer, and shall provide to the Customer an electronic copy of the Site (including all content on the Site). QuantaCom shall provide such assistance as is reasonably requested by the Customer to transfer the hosting of the Site to the Customer or another service provider, subject to the payment of QuantaCom expenses reasonably incurred.

10.2 On expiry or termination of this agreement, all provisions of this agreement shall cease to have effect, save that any provision which can reasonably be inferred as continuing or is expressly stated to continue shall continue in full force and effect.

11. CHANGE CONTROL

11.1 Any request to change the scope of the Services shall be processed in accordance with the Change Control Procedure set out in this clause 11.

11.2 QuantaCom and the Customer shall discuss any changes proposed by the other and such discussion shall result in either:

11.2.1 a written request for a Change by the Customer; or

11.2.2 a written recommendation for a Change by QuantaCom or, if neither of the Customer nor QuantaCom should wish to submit a request or recommendation, the proposal for the Change will not proceed.

11.3 Where a written request for a Change is received from the Customer, QuantaCom shall, unless otherwise agreed, submit a Change Control Note ("**CCN**") to the Customer within the period agreed between the parties.

11.4 A written recommendation for a Change by QuantaCom shall be submitted as a CCN direct to the Customer at the time of such recommendation.

11.5 Each CCN shall contain:

11.5.1 The title of the Change;

11.5.2 The originator and the date of the request or recommendation for the Change;

11.5.3 The reason for the Change;

- 11.5.4 The full details of the Change, including any specifications and user facilities;
- 11.5.5 The Charges, if any, of or associated with the Change;
- 11.5.6 A timetable for implementation, together with any proposals for acceptance of the Change;
- 11.5.7 The impact, if any, of the Change on other aspects of the agreement in question, including (but not restricted to):
 - 11.5.7.1 The Charges,
 - 11.5.7.2 The Proposal, and
 - 11.5.7.3 The Specification.
- 11.6 Once agreed by the Customer and QuantaCom in accordance with this clause 11, the Change shall be immediately effective and the Customer and QuantaCom shall perform their respective obligations on the basis of the agreed amendment.

12. **FORCE MAJEURE**

- 12.1 For the purposes of this agreement, "**Force Majeure Event**" shall mean any event arising which is beyond the reasonable control of the affected party (including any industrial dispute affecting any third party, governmental regulations, fire, flood, disaster, civil riot, pandemic or war).
- 12.2 A party who becomes aware of a Force Majeure Event which gives rise to or which is likely to give rise to any failure or delay in performing its obligations under this agreement shall forthwith notify the other and shall inform the other of the period for which it is estimated that such failure or delay shall continue. The affected party shall take reasonable steps to mitigate the effect of the Force Majeure Event.

13. **CONFIDENTIALITY**

- 13.1 For the purposes of this agreement, "**Confidential Information**" shall mean all information whether technical or commercial (including all drawings, designs, ideas, graphics, Proposals and Specifications disclosed in writing, on disc, orally or by inspection of documents or pursuant to discussions between the parties), where the information is:
 - 13.1.1 identified as confidential at the time of disclosure; or
 - 13.1.2 ought reasonably to be considered confidential given the nature of the

information or the circumstances of disclosure.

- 13.2 Each party shall protect the Confidential Information of the other party against unauthorized disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a similar nature, being at least a reasonable degree of care.
- 13.3 Confidential Information may be disclosed by the receiving party to its employees, affiliates and professional advisers, provided the recipient is bound to maintain the confidentiality of the Confidential Information received.
- 13.4 For the avoidance of doubt, the Proposal and the Template remain the property of QuantaCom and shall not be disclosed by the Customer to any third-party supplier.

14. NOTICES

- 14.1 A notice given under this agreement:
- 14.1.1 Must be in writing in the English language (or be accompanied by a properly prepared translation into English);
- 14.1.2 Must be sent for the attention of the person, and to the address, fax number or e-mail address given in this clause (or such other person, address, fax number or e-mail address as the receiving party may have notified to the other, such notice to take effect 5 (five) days from the notice being received); and
- 14.1.3 Must be:
- 14.1.3.1 Delivered personally,
- 14.1.3.2 Sent by fax or e-mail,
- 14.1.3.3 Sent by pre-paid first-class post, recorded delivery or registered post, or
- 14.1.3.4 (If the notice is to be served or posted outside the country from which it is sent) sent by registered airmail.
- 14.2 A notice is deemed to have been received:
- 14.2.1 If delivered personally, at the time of delivery;
- 14.2.2 In the case of fax or e-mail, at the time of transmission provided a confirmatory copy is sent by first-class pre-paid post or by personal delivery before the end of the next Business Day;
- 14.2.3 In the case of pre-paid first class post, recorded delivery or registered post, 48 hours from the date of posting;
- 14.2.4 In the case of registered airmail, 5 (five) days from the date of posting;

14.2.5 If deemed receipt under the previous paragraphs of this sub-clause is not within business hours (meaning 9 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of receipt), when business next starts in the place of receipt.

14.3 To prove service, it is sufficient to prove that the notice was transmitted by e-mail address of the relevant party or, in the case of post, that the envelope containing the notice was properly addressed and posted.

15. ENTIRE AGREEMENT

15.1 Neither party shall have any remedy in respect of any untrue statement (whether written or oral) made to it upon which it relied in entering into this agreement ("**Misrepresentation**"), and neither party shall have any liability other than pursuant to the express terms of this agreement. Nothing in this agreement shall exclude or limit either party's liability for any Misrepresentation made knowing that it was untrue. Each party's liability for Misrepresentation as to a fundamental matter, including as to a matter fundamental to that party's ability to perform its obligations under this agreement, shall be subject to the limit set out in clause 10.3.

16. VARIATION AND WAIVER

16.1 A variation of this agreement must be in writing and signed by or on behalf of both parties.

16.2 A waiver of any right under this agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given. No waiver shall be implied by taking or failing to take any other action.

16.3 Unless specifically provided otherwise, rights arising under this agreement are cumulative and do not exclude rights provided by law.

17. SEVERANCE

17.1 If any provision (or part of a provision) of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force.

17.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision will apply with whatever modification is necessary to give effect to the commercial intention of the parties.