GENERAL TERMS & CONDITIONS

FUTURIST IT SOLUTIONS

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1. DEFINITIONS AND INTERPRETATION

In these General Terms & Conditions, except to the extent that the context requires otherwise, the following terms and expressions shall have the following meanings:

Agreement	Means these General Terms & Conditions, together with the Quote, any Order, any Statement/Scope of Works (SOW), any Service Level Agreement (SLA), any Plan Schedule, any Rate Schedule and any other documents expressly incorporated by reference, as varied from time to time in accordance with the Agreement.
Authority	Means any government or governmental, semi-governmental, statutory, regulatory or judicial body or authority, whether Commonwealth, State, Territory or local, and includes any minister, department, office, commission, delegate, instrumentality, agency, board or tribunal.
Business	Means the Customer's business, operations, systems and requirements as described in the Quote, Order, SOW or otherwise notified to the Provider in writing.
Business Day	Means a day other than a Saturday, Sunday or Public Holiday in the place where the Services are to be performed (or, if performed remotely, in the Provider's principal place of business).
Commencement Date	Means the date the Agreement commences, being the earlier of: (a) the date the Provider accepts the Customer's Order; and (b) the date the Provider begins supplying any Goods or Services.
Conditions	Means these General Terms & Conditions, as amended or replaced by the Provider from time to time in accordance with the Agreement.
Customer, You or Your	Means the person or entity that acquires Goods and/or Services from the Provider, including any authorised users, representatives, employees, contractors and agents of that person or entity.
Gender	Includes all genders, and words importing a gender include every other gender.
Goods	Means any goods, products, equipment, hardware or materials supplied by the Provider, as described in a Quote, Order, Plan or SOW, and includes any instalment of them.
GST	Has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth), and includes any related goods and services tax or value added tax.
Information Technology	Means information technology systems and services, including networks, servers, endpoints, devices, telephony, software, cloud services, cybersecurity systems and related support and maintenance.
Invoice	Means a tax invoice or other invoice issued by the Provider to the Customer for Goods and/or Services supplied (including any applicable GST and other charges) in accordance with the Agreement, Quote or SOW.
Intellectual Property (IP)	Means all present and future intellectual and industrial property rights anywhere in the world, whether registered or unregistered, including copyrights, patents, trademarks, designs, domain names, trade secrets, know-how and confidential information, and all applications and renewals of them.
Law	Means any statute, regulation, by-law, ordinance, code, rule, common law, or any requirement or direction of an Authority, in each case as in force from time to time.
Order	Means the Customer's written order for Goods or Services (including via the Provider Website), accepted by the Provider, and may include a purchase order, statement of work acceptance, online order or other ordering mechanism specified by the Provider.
Party	Means a party to the Agreement (being the Provider or the Customer), and Parties means both of them.
Period	Means the period of time for which a Plan, Services or other deliverable is to be supplied, as specified in the applicable Quote, Order, Plan, Plan Schedule or SOW.
Plan	Means a service plan, package or subscription offered by the Provider for the supply of Services (and any associated Goods), as described on the Provider Website, in a Quote, or otherwise notified by the Provider.
Plan Schedule	Means any schedule or document (however described) that sets out the inclusions, exclusions, limits, service levels, term, pricing, and other details of a Plan.
Premises	Means the Customer's premises and any other site(s) at which the Provider is required to supply Goods or perform Services.
Products	Means any products offered or supplied by the Provider, including Goods, Software, and any third-party products resold or procured by the Provider.
Provider	Means the entity supplying the Goods or Services under the Agreement, being the provider named in the Quote or otherwise identified by the Provider as the supplier. The Provider is identified as **Futurist IT Solutions** (ABN 38 524 592 651).

Provider Website	Means the Provider's website (and any related portals or sub-domains) through which the Provider publishes information about its Goods, Services, Plans, Rates and ordering processes. The Website can be found at **www.futuristitsolutions.com.au**.
Public Holidays	Means any day declared or observed as a public holiday in the State or Territory where the Services are to be performed (or, if performed remotely, where the Provider's principal place of business is located).
Quarter	Means a period of three (3) consecutive calendar months, commencing on 1 January, 1 April, 1 July or 1 October.
Quote	Means the Provider's quotation describing the Goods and/or Services to be supplied, and pricing and other assumptions, as issued to the Customer and valid for the period stated in the Quote (or, if no period is stated, 30 days from the date of issue).
Rate Schedule	Means the schedule setting out the applicable Rates for Goods and/or Services (including any call-out fees, travel charges, minimum charges and after-hours rates), as updated by the Provider from time to time.
Rates	Means the fees and charges payable for the Goods and/or Services, as set out in the Quote, Order, Plan Schedule or Rate Schedule.
Reasonable Assistance Limits	Means any limits on the type, scope, hours, inclusions or response obligations for reasonable assistance under a Plan or Services, as set out in the Plan Schedule, SLA, SOW or Quote.
Return/Cancellation Fee	Means any fee payable to cover the Provider's costs incurred in connection with a return of Goods or cancellation of an Order, including restocking, handling, shipping and administration fees, as notified by the Provider or set out in the Quote, Order or Provider Website.
Scope of Works (SOW)	Means a document describing the scope, deliverables, assumptions, exclusions, responsibilities, timeframes and pricing for specific Services (and any associated Goods), as agreed between the Parties.
Service Level Agreement (SLA)	Means any document that sets out service levels, response times, availability, support hours, escalation processes and related performance commitments for the Services.
Service Request	Means a request by the Customer for support or Services, lodged via the Provider Website, email, phone or other channel accepted by the Provider, and recorded by the Provider (including as a ticket or job reference).
Services	Means the services supplied by the Provider to the Customer, including managed services, professional services, support, consulting, installation, configuration, maintenance and any other services described in a Quote, Order, Plan, Plan Schedule, SOW or SLA.
Software	Means any software (including firmware, applications, scripts and code) provided, licensed, configured, hosted or supported by the Provider, including any updates, upgrades, patches and new releases.
Term	Means the term of the Agreement or of a Plan or Services, as specified in the Quote, Order, Plan Schedule or SOW, commencing on the Commencement Date unless stated otherwise.
Third Party	Means any person other than the Provider or the Customer.
Upfront	Means payable in advance, prior to delivery of the Goods or performance of the Services (as applicable).
Work	Means all work performed or deliverables provided by the Provider under the Agreement, including the Services and any outputs, documentation, reports, configurations or other materials created for the Customer.

2. AGREEMENT STRUCTURE

These Terms apply to all Goods and Services supplied by the Provider unless otherwise expressly varied by a written agreement executed by both Parties.

The following documents collectively form the Agreement:

1. These Terms & Conditions;
2. The applicable Service Level Agreement (SLA), or Statement of Work (SOW);
3. Any proposal, Quote, or Rate Schedule issued by the Provider.

If there is any inconsistency, the documents will apply in the above order of precedence unless stated otherwise.

In the event of an ad-hoc situation, in terms of delivery of Services, the ad-hoc arrangement will be specified as required and agreed upon by the Provider and the Client. Should the Provider deem it necessary, the Provider will seek to formalise any delivery of ad-hoc Services into an appropriate Agreement as per the above structure.

3. SERVICES PROVIDED

The Provider will deliver Services with reasonable care, skill and diligence consistent with generally accepted industry standards applicable to the Services.

4. CONTRACTING

The Provider reserves the right to engage subcontractors for any or all the Services to be supplied to the Customer but will remain responsible for the performance of subcontracted Services in accordance with the Agreement.

5. GOVERNING LAW

The Agreement is governed by the laws of the State or Territory of the Provider's principal place of business in Australia, and each Party submits to the non-exclusive jurisdiction of the courts of that place.

6. TERM AND TERMINATION

1. The Agreement commences on the Commencement Date and continues for the Term, unless terminated earlier in accordance with the Agreement.
2. Either Party may terminate the Agreement (or an affected Order, Plan or SOW) immediately by written notice if the other Party: (a) commits a material breach and fails to remedy that breach within 14 days after receiving written notice requiring it to do so; (b) becomes insolvent, enters administration, liquidation or receivership, or ceases (or threatens to cease) to carry on business; or (c) repeatedly breaches the Agreement in a manner that indicates an intention or inability to perform its obligations.
3. The Provider may terminate an Order, Plan or Services on written notice if the Customer fails to pay an amount when due and remains unpaid for 7 days after written notice from the Provider.
4. On termination or expiry: (a) the Customer must immediately pay all amounts due and payable for Goods supplied and Services performed up to the termination date; (b) any prepaid amounts are non-refundable except to the extent required by Law (including the ACL) or expressly stated in the Agreement; and (c) each Party must, on request, return or destroy the other Party's Confidential Information (subject to clause 21.4).
5. Clauses which by their nature are intended to survive termination survive, including (without limitation) clauses relating to payments, liability, IP, confidentiality, privacy, dispute resolution and general provisions.

7. NOTICES

1. A notice or other communication under the Agreement must be in writing and delivered by hand, prepaid post, or email to the recipient's last notified contact details.
2. A notice is deemed received: (a) if delivered by hand, when delivered; (b) if sent by post within Australia, 3 Business Days after posting; and (c) if sent by email, at the time the email is sent, unless the sender receives an automated message indicating the email was not delivered.
3. This clause does not apply to routine operational communications, Service Requests, invoices or statements, which may be issued by the Provider in accordance with the Agreement.

8. CHANGES AND VARIATIONS

1. The Customer may request changes to an Order, SOW, SLA or Plan. The Provider may accept or reject a change request in its discretion.
2. If a change request affects scope, assumptions, deliverables, timeframes, third-party costs, risk or resourcing, the Provider may issue an updated Quote, SOW or variation setting out any changes to Rates, fees, milestones or delivery dates. The Provider is not required to implement a change until the variation is agreed in writing by both Parties.
3. A variation to the Agreement is only effective if it is in writing and agreed by both Parties, unless these Terms expressly allow the Provider to update them from time to time.

9. QUOTES

1. Quotes will remain valid for 14 days from issue or as otherwise specified in the Quote. The Quote is provided to the Customer to either place an Order, begin engagement of Services with which an Agreement will be attached, and/or to ascertain cost of Goods and/or Services by the Provider in a Request for Quote process initiated by the Customer.
2. Once a Quote has been confirmed by the Provider, then the prices in the Quote will be confirmed as the final agreed price. A Quote is confirmed as 'final' as soon as both Parties agree with the final price pending further amendments.
3. The price in the final Quote may vary from the original request if there are any amendments requested by the Customer. The Provider reserves the right to alter product and prices in the Quote until the Quote has been confirmed by the Customer.
4. If Products in the Quote are subjected to any price and supply fluctuations that are outside of the Provider's control, the Provider reserves the right to update the price and Product in the Quote accordingly. If a Product has undergone a price drop or a price increase, the Quote will then be adjusted accordingly. If there is a Product that is no longer available, the Product will then be replaced or substituted based on the Customer's request and is subject to the Customer's final approval.
5. The Provider does not keep inventory and as such only orders items once the Provider receives a completed Order from the Customer. If the Customer elects to return an item or cancel an order, a restocking fee may apply. We will need to get approval from the distributor that the stock is returnable before being able to issue a refund as not all products can be returned.
6. The Provider may vary or withdraw a Quote at any time in their absolute discretion and without prior notice to the Customer. The Provider may do so for any reason they consider fit, including, e.g. where the Goods or Services become unavailable, or the cost price of Goods or Services increases after the date of the Quote.

10. ORDERS

1. The Customer must pay for each Order in accordance with the Agreement, and any payment terms notified in writing in connection with the Order. The Customer must not unreasonably refuse to make payment using any payment method or platform nominated by the Provider from time to time (including where the Provider changes payment platforms), provided that method is lawful and reasonably accessible to the Customer.

11. PAYMENTS & RATES

1. All rates and amounts charged or quoted for Goods and/or Services by the Provider are exclusive of Tax and any other applicable taxes or government charges, notably including GST (unless otherwise stated in writing by the Provider).
2. The Customer must pay for Goods and Services at the Rates set out in any applicable Plan, Rate Schedule, SOW, Invoice and/or Quote as applicable from time to time during the provision of Goods and/or Services.
3. The Provider reserves the right to change any Rate and/or the Rate Schedule, subject to any fixed pricing expressly agreed in writing and will provide reasonable prior notice where practicable, except for in situations where the Customer is not currently engaged in Works, where the Provider may then change any Rate and/or Rate Schedule in its absolute discretion and without notice to the Customer.
4. The Provider will provide a copy of the current Rates Schedule upon request, should the relevant Rates Schedule be applicable to the Customer's participating Plan.

12. DELIVERY OF GOODS & SERVICES

1. Goods and/or Services are delivered to the Customer according to the Agreement, or on an ad-hoc basis deemed fit by the Provider at its absolute discretion without notice to the Customer.
2. Goods and/or Services are delivered to the Customer upon confirmed payment outlined in the Agreement, with which the Provider reserves the right to withhold Goods and/or Services until payment has been made according to the Agreement, at its absolute discretion and without notice to the Customer, although the Provider will make reasonable attempts to follow up payment with the Customer.
3. The Provider will take all reasonable measures to provision and deliver the Goods and/or Services to the Customer by the agreed due date, but do not accept any liability for the failure to provision or deliver by the agreed due date where this is due to unforeseen complications or circumstances beyond the control of the Provider. This may include any failures in the supply or delays applied to the supply of Goods and/or Services caused by a Third-Party, such as a delivery company or manufacturer.
4. The Customer must be available to accept the Goods and/or Services at the Customer's Premises or as otherwise stated in writing by the Customer during the Business Hours stated by the Provider or as otherwise arranged.
5. The Provider accepts no liability or responsibility of the loss, breakage, damage, or initial quality of the Goods and/or Services where delivered by a Third-Party and passes all liability onto the Customer to resolve this with the Third-Party.

13. TITLE AND RISK

1. Risk in Goods passes to the Customer on delivery to the Customer's nominated delivery location (or, where collected, on collection), unless otherwise agreed in writing.
2. Title to Goods passes to the Customer only when the Provider has received cleared payment in full for those Goods and any related charges.
3. Until title passes, the Customer must: (a) store the Goods so they are clearly identifiable as the Provider's property; (b) not sell, dispose of, charge or encumber the Goods; and (c) keep the Goods insured for their full replacement value.

14. FORCE MAJEURE

1. A Party is not liable for any delay or failure to perform its obligations under the Agreement to the extent caused by a Force Majeure Event.
2. A *Force Majeure Event* means an event or circumstance beyond a Party's reasonable control, including (without limitation) acts of God, flood, fire, earthquake, storm, epidemic or pandemic, war, terrorism, civil unrest, industrial action, supply chain disruption, shortage of materials or labour, failure or delay of a carrier, supplier or utility, power or internet outage, or any Law or direction of an Authority.
3. The affected Party must: (a) notify the other Party as soon as practicable of the Force Majeure Event and its expected impact; and (b) use reasonable endeavors to mitigate the effects of the Force Majeure Event and resume performance as soon as practicable.
4. If a Force Majeure Event materially affects the Provider's ability to supply Goods or Services, the Provider may: (a) vary delivery dates or performance timeframes; (b) allocate available stock or resources in a fair and reasonable manner; and/or (c) suspend performance for the duration of the Force Majeure Event.
5. If the Force Majeure Event continues for more than 30 days, either Party may terminate the affected Order (or, where applicable, the affected SOW) by written notice. In that case: (a) the Customer must pay for any Goods supplied and Services performed up to the termination date; and (b) the Provider will refund any amounts paid in advance for Goods or Services not supplied, less any non-recoverable costs incurred by the Provider in reliance on the Order (including supplier charges).

15. GENERAL RETURNS POLICY

The Provider outlines its General Returns Policy as follows:

1. Returns and claims must be requested in writing (email is acceptable) and must include the Order number, Invoice number (if issued), a description of the issue, and (where relevant) photos/serial numbers.
2. Nothing in this clause limits any rights or remedies that cannot be excluded under the *Australian Consumer Law* (ACL). Where the ACL applies, the Customer may be entitled to a repair, replacement or refund for a major failure and compensation for other reasonably foreseeable loss or damage.
3. Change of mind returns are not accepted unless the Provider agrees in writing. If the Provider agrees, the return is subject to: (a) the relevant manufacturer/distributor approving the Goods as returnable; (b) the Goods being unused, uninstalled, unopened (where applicable) and in original packaging with all accessories, manuals and seals intact; and (c) the return being requested within a reasonable time notified by the Provider (or, if not notified, within 7 days of delivery).
4. If the Provider does not hold inventory and has ordered Goods specifically for the Customer, the Customer acknowledges that cancellation of an Order or return of Goods may be refused or may be subject to a Return/Cancellation Fee (including restocking, handling, shipping and administration fees) as notified by the Provider.
5. The Provider will not issue a refund (or credit) for a return unless and until the Provider receives written confirmation from the relevant manufacturer/distributor that the Goods are returnable and the return is accepted by that manufacturer/distributor (where applicable).
6. Goods that are dead on arrival (DOA), damaged in transit, incorrect, or faulty must be reported as soon as practicable and, in any event, within 48 hours of delivery (or such other period required by the relevant carrier/manufacturer policy) so the Provider can lodge a claim. The Customer must retain packaging and provide reasonable evidence to support the claim.
7. For faulty Goods, the Customer acknowledges that assessment, repair, replacement or return may be governed by the relevant manufacturer warranty, distributor process and/or the ACL. The Provider may require the Goods to be tested (including by the manufacturer) before a remedy is confirmed.
8. Return process: the Customer must not return Goods without a return authorisation from the Provider. The Provider will provide return instructions (including return address and any reference/RMA details). Unauthorised returns may be refused and returned to the Customer at the Customer's cost.
9. Unless the ACL requires otherwise, the Customer is responsible for all costs of returning Goods (including packaging, insurance and freight) and bears the risk of loss or damage in transit back to the Provider or supplier.

10. If a return is accepted, the Provider may (at its discretion and subject to the ACL) issue a refund, replacement, repair, or credit note. Any refund or credit will be reduced by any applicable Return/Cancellation Fee and any non-recoverable shipping or transaction costs.
11. Refunds (if applicable) will be processed using the original payment method where possible, within a reasonable time after the Provider receives the returned Goods and any supplier credit is received (where relevant).
12. The following items are not eligible for return (except to the extent required by the ACL): (a) software, digital products, licence keys, activation codes, subscriptions or services that have been provisioned; (b) custom, special-order or configured items ordered specifically for the Customer; (c) Goods that have been installed, used, damaged, modified, or not returned in original condition and packaging; and (d) clearance items marked as non-returnable.

16. LIMITATION OF LIABILITY

To the maximum extent permitted by Law:

1. Nothing in the Agreement excludes, restricts or modifies any consumer guarantee, condition, warranty, right or remedy that cannot lawfully be excluded, restricted or modified under the *Australian Consumer Law* (ACL) or any other applicable Law.
2. Subject to clause 11.1, the Provider is not liable for any indirect, consequential, special or exemplary loss, loss of profit, loss of revenue, loss of opportunity, loss of goodwill, loss of anticipated savings, loss of data, or business interruption, whether arising in contract, tort (including negligence), statute or otherwise, even if foreseeable.
3. Subject to clause 11.1, and to the extent the Provider is liable to the Customer for any loss, damage or claim arising out of or in connection with the Agreement, the Provider's aggregate liability is limited to the lesser of: (a) the amounts paid by the Customer to the Provider in the 12 months immediately preceding the event giving rise to the liability; and (b) the amounts paid (or payable) for the specific Goods or Services the subject of the claim.
4. The Provider is not responsible for, and the Customer releases the Provider from, any loss or damage caused by or attributable to any Third Party, including any manufacturer, distributor, carrier, internet service provider, hosting provider, cloud provider, software vendor or other supplier, except to the extent the loss or damage is caused by the Provider's failure to exercise reasonable care and skill.
5. The Provider does not make any representation or warranty that any Goods, Software, Third Party products or Third-Party services will be available, uninterrupted, error-free or compatible with the Customer's systems, except as expressly stated in the Agreement or as required by the ACL.
6. The Customer is responsible for: (a) maintaining adequate backups of its data; (b) implementing and maintaining appropriate security controls; and (c) providing timely access, information and instructions reasonably required for the Provider to supply the Goods and Services. The Provider is not liable for loss of data or security incidents to the extent caused by the Customer's failure to meet these responsibilities.
7. The Customer must take reasonable steps to mitigate any loss or damage it suffers or incurs in connection with the Agreement and must notify the Provider as soon as practicable of any actual or suspected issue that may give rise to a claim.

17. SUSPENSION

1. Without limiting any other rights, the Provider may suspend supply of any Goods and/or Services (including suspending access to Software, portals, accounts or managed services) if: (a) the Customer fails to pay any amount when due; (b) the Customer is in material breach of the Agreement; (c) continued supply would cause the Provider to breach a Law or third-party requirement; or (d) the Provider reasonably believes suspension is necessary to protect the Customer's systems, data, or the Provider's network or personnel.
2. Where practicable, the Provider will give the Customer reasonable prior notice of a suspension and the steps required to reinstate supply. The Provider may suspend immediately where urgent or required.
3. The Customer remains liable for all charges that continue to accrue during a suspension (including subscription or Plan fees), unless the suspension is solely due to the Provider's breach.

18. WARRANTIES AND DISCLAIMERS

1. The Provider warrants that it will supply the Services with due care and skill and in accordance with any applicable SOW and/or SLA.
2. Except to the extent expressly stated in the Agreement or required by Law (including the ACL), the Provider gives no warranties and makes no representations that: (a) the Services will be uninterrupted or error-free; (b) any outcome will be achieved; or (c) any Good, Software or third-party service will be available, supported, or compatible with the Customer's environment.
3. The Customer warrants that it will: (a) provide timely access to premises, personnel, systems and information reasonably required by the Provider; (b) ensure its instructions and approvals are accurate and authorised; and (c) use Goods and Software in accordance with applicable documentation and Laws.

4. Where Goods are supplied, any manufacturer or supplier's warranty applies in addition to the ACL, and the Provider may pass through warranty processes and requirements notified by the manufacturer or distributor.

19. ACCEPTANCE AND DEFECTS

1. Unless otherwise stated in a SOW, the Customer must notify the Provider in writing of any alleged non-conformity or defect in Services deliverables within 10 Business Days after delivery, otherwise the deliverables are deemed accepted.
2. For Goods, the Customer must inspect on delivery and notify the Provider of any shortage, damage or incorrect items in accordance with clause 10.
3. If the Provider agrees a deliverable does not materially conform to the applicable SOW due to the Provider's fault, the Provider will re-perform the affected Services or re-supply the deliverable (as applicable) within a reasonable time. This clause sets out the Customer's exclusive remedy for non-conforming Services deliverables, to the extent permitted by Law.

20. INTELLECTUAL PROPERTY AND LICENCES

1. Each Party retains ownership of its pre-existing Intellectual Property and materials.
2. Unless otherwise stated in an applicable SOW, upon full payment of all amounts due, the Provider grants the Customer a non-exclusive, non-transferable licence to use any deliverables created specifically for the Customer as part of the Services, solely for the Customer's internal business purposes.
3. The Customer must not copy, modify, reverse engineer, decompile, or create derivative works from any Provider Software or deliverables except to the extent permitted by Law or expressly permitted in writing by the Provider.
4. Third-party software and products are subject to third-party terms (including licence terms and acceptable use policies). The Customer is responsible for compliance with those terms, and the Provider is not liable for third-party licensing non-compliance by the Customer.
5. The Provider may use general knowledge, skills and experience (including ideas, concepts and techniques) learned while providing Services, provided the Provider does not disclose the Customer's Confidential Information.
6. For clarity, the Provider retains ownership of any pre-existing materials, methodologies, tools, templates, scripts or know-how used in providing the Services, even if incorporated into deliverables.

21. CONFIDENTIALITY

1. Each Party must keep confidential and not disclose the other Party's Confidential Information except as permitted under the Agreement.
2. A Party may disclose Confidential Information: (a) to its personnel, professional advisers and subcontractors who have a need to know and who are bound by confidentiality obligations no less protective than this clause; (b) with the other Party's prior written consent; or (c) to the extent required by Law or an Authority.
3. Confidential Information does not include information that is: (a) in the public domain other than through breach of the Agreement; (b) already known by the receiving Party on a non-confidential basis; or (c) independently developed without use of the other Party's Confidential Information.
4. A Party may retain copies of Confidential Information to the extent required for legal, regulatory, insurance or internal compliance purposes, provided it continues to be protected under this clause.

22. PRIVACY AND DATA HANDLING

1. Each Party must comply with applicable privacy and data protection Laws in connection with the Agreement.
2. To the extent the Provider accesses, stores, processes or transmits the Customer's data (including personal information) in providing the Services, the Provider will: (a) use the data only to provide the Goods and Services and to perform its obligations under the Agreement; and (b) implement and maintain reasonable administrative, technical and physical safeguards appropriate to the nature of the data and the Services.
3. The Customer is responsible for: (a) ensuring it has the right and authority to provide the data to the Provider; (b) configuring and maintaining access controls for its systems and accounts (except to the extent the Provider is responsible under a SOW); and (c) maintaining backups unless otherwise agreed.
4. Unless prohibited by Law, if the Provider becomes aware of unauthorised access to Customer data caused by the Provider's failure to maintain reasonable safeguards, it will notify the Customer within a reasonable time after becoming aware and will take reasonable steps to mitigate.
5. If the Parties intend for the Provider to process personal information on the Customer's behalf in a manner that requires a separate data processing agreement, the Parties will enter into such agreement before the relevant processing occurs.
6. The Provider may store or process data using systems or service providers located outside Australia, provided reasonable safeguards are in place and applicable privacy Laws are complied with.

23. DISPUTE RESOLUTION

1. A Party must not commence court proceedings in relation to a dispute arising out of or in connection with the Agreement (Dispute) unless it has complied with this clause, except where urgent interlocutory relief is sought.
2. The Party claiming there is a Dispute must notify the other Party in writing, setting out reasonable details of the Dispute.
3. Within 10 Business Days of the notice, representatives of each Party must meet (in person or remotely) and use reasonable endeavors to resolve the Dispute.

4. If the Dispute is not resolved within 20 Business Days after the notice, either Party may refer the Dispute to mediation administered by the Australian Disputes Centre (or a comparable body) in accordance with its rules. The costs of mediation are shared equally, and each Party bears its own costs.
5. Nothing in this clause prevents the Provider from continuing to invoice and the Customer from paying undisputed amounts.