

TERMS OF TRADE

In these terms the expression "*Horizon*" defines and means Horizon Business Systems Pty Ltd ACN 113 823 644 and each related entity (as defined in the Corporations Act 2001) of Horizon Business Systems Pty Ltd ACN 113 823 644 from time to time and any of Horizon's assigns and the expression "client" means the party who has signed a Trading Application Form or any party who is provided with products and services from Horizon from time to time. These terms extends to a company which is not now, but is in the future a related entity of Horizon Business Systems Pty Ltd ACN 113 823 644.

Payment

1. Unless stated otherwise in these terms, all invoices issued by Horizon are payable, without any deduction or set off in law or equity whatsoever, within 14 days of the date of the invoice.
2. Monthly and annual licence fees will be invoiced at the beginning of each month.
3. Consulting work will be invoiced weekly on a time charge basis for both implementations and general consulting.
4. Additional products or software and In-house training course invoices are due and payable upfront. Horizon will not provide the client with any codes prior to the invoice being paid.
5. If the client disputes the invoice, that dispute must be notified to Horizon's office in writing within 7 days of the invoice date, failing which no dispute will be recognised and the invoice will be deemed payable by the due date.
6. Horizon is entitled to cease or suspend all support and consulting for clients who have any invoices that are over 30 days in arrears.
7. Horizon reserves the right to require clients to pay licence fees annually in advance and consulting fees to be pre-paid, if the client continually fails to comply with these terms.
8. The client may authorise Horizon to direct debit the monthly licence fee from the client's bank account. Horizon is not authorised to deduct consulting invoices or product or software purchases via the direct debit payment method.
9. The client may pay by credit card by forwarding a completed and signed credit card authorisation form found on Horizon's website to accounts@horizonbiz.com.au. A fee of 2.8% will be added to the amount being paid.
10. Horizon shall be entitled to charge interest on all outstanding monies due by the client at the rate of 12.0% per annum
11. All legal costs (on a full indemnity basis), charges, duties and other expenses incurred by Horizon in respect of these terms or other documentation required hereunder, or incurred as a result of the client failing to perform its covenants and obligations contained herein, shall be paid by the client to Horizon. The expenses include, but are not limited to, the commission payable to a mercantile agent or a debt collector to pursue or recover outstanding monies pursuant to these terms and the liability to pay this commission arises at the time the recovery is placed in the hands of the debt collector.

Fee Structure

12. All registration code(s) for the MYOB licence expire 12 months after being issued and are renewed annually by Horizon. Horizon must pay these fees annually in advance on the client's behalf so even if the client ceases use of the product or software pursuant to clause 15, the full licence fee for the relevant year shall still be due and payable to Horizon.
13. The client shall pay 12 monthly instalments to cover the current licence period, unless electing to pay annually in advance or pursuant to clause 7. The monthly instalments consist of the following 2 parts:
 - a. The annual licence fee (divided by 12) as per the current MYOB EXO price list; and
 - b. A support component calculated as a percentage of the recommended retail price of the products and software purchased (as determined by Horizon in its absolute discretion).
14. Horizon will provide the client with a licence code representing the Client Access Licence to allow full use of the software once Horizon receives payment for the software and the first monthly licence fee has been paid.

Cessation of Product/Software

15. Notification of the intent to discontinue the use of any product or software must be given to Horizon in writing at least 30 days prior to the date the client wishes to cease use. Licence fees shall be paid up to the anniversary date of the licence (i.e. the full 12 month fee) however the support component will not be charged for the period post cessation.
16. A final Invoice will be issued and full payment is due within 14 days of invoice date.
17. Refunds cannot be issued if the business proposal and MYOB Eula have been signed and Invoice has paid.

No Warranties

18. The client acknowledges and agrees that it purchases the MYOB products or software as is and Horizon is not responsible, nor has any liability for any problems, defects or issues with any MYOB products or software and the client shall raise any such problems, defects or issues directly with MYOB.
19. Notwithstanding anything contained herein the client acknowledges that no warranty or condition, express or implied, is given by Horizon as to the condition of the products and software or as to the suitability or fitness of the products and software. Subject to the extent permitted by legislation any obligation of Horizon under these terms shall be to use its endeavours to supply products and software and/or services or to repair or replace (at Horizon's discretion) any products and software which are found to be defective during any applicable warranty period (if any) and in no event shall Horizon be liable for any other claims, losses or damages including but not limited to claims for faulty design, negligent or misleading advice, damages arising from the loss or use of the products and software or howsoever arising and any indirect, special or consequential damage including but not limited to damages on account of prospective profits expenditures or other commitments relating to the business or goodwill of the client or on account of any consequential loss or damage incurred or suffered by the client or customers of the client, which arises from or is connected in any way whatsoever with the use of the products and software or injury to any person, corporation or other entity.
20. The client agrees to use the products and software in a skilful and proper manner and for the purpose for which the products and software were designed and are reasonably and safely capable of fulfilling. The client will observe and comply at his own expense with all notices, directions and legal requirements (including those of all authorities, statutes and regulations) in any way relating to the products and software.

21. Any quotations of both price and time by Horizon are made in good faith but as estimates and not commitments. Horizon shall not be bound by any such estimate. Clerical errors or omissions by Horizon, whether in computation or otherwise in any quotation, acknowledgment or invoice, shall be subject to correction.

General

22. The client agrees and irrevocably authorises Horizon to apply, or set-off, against the client's account under these terms any sums which may be owed to the client by any company within Horizon group of companies.
23. In this document words in the singular includes the plural and visa versa, and reference to any gender includes the other genders and where applicable reference to a person includes a body corporate.
24. If any party to these terms comprises two or more parties each of those parties are jointly and severally liable on the covenants and obligations herein.
25. This agreement shall be binding upon each party that has executed it notwithstanding the failure of any other party named as a party to execute it or the avoidance or unenforceability of any part of these terms.
26. If any part of these terms become void or unenforceable then that part shall be severed to the intent that all parts that are not void or unenforceable shall remain in full force and effect.
27. These terms shall be governed and construed in accordance with the laws of Western Australia and the parties submit to the jurisdiction of the Courts of Perth, Western Australia and waives any right to object to any proceedings being brought in those Courts.
28. Where there is any inconsistency between these terms and any prior or subsequent agreement between Horizon and the client, any such prior or subsequent agreement shall be read down to the extent necessary to give full force and effect to the terms and conditions of these terms.
29. To give effect to their obligations under these terms the client hereby irrevocably appoints any solicitor for Horizon, from time to time, as its attorney to do any act or thing which they are required to do under these terms.
30. The Privacy Act 1988 requires Horizon to have procedures in place that cover the collection, use and disclosure of personal information that Horizon may receive from its clients. This information is needed to process the requirements of Horizon's clients and is used for internal purposes. The client acknowledges further details of Horizon's privacy policy is available on request.

Licensing

30. Relinquishing existing Licences
A Client may make a request to the Horizon to reduce the number of Licences or modules it currently uses. In these circumstances, the following rules apply:
 - a. the Client must advise Horizon by notice in writing of the changes required
 - b. no refund or credit will be issued for any portion of the applicable ALF / MLF that may have already been invoiced; and
 - c. subsequent ALF / MLF invoices will have the Licence quantity and applicable price adjusted accordingly.

31. Reinstatement of relinquished Licences

A client may make a request to Horizon to reinstate a previously relinquished Licence or module. In these circumstances, the following rules will apply:

- a. the client must advise Horizon by notice in writing; and
- b. if the Licence was never paid for or if the original invoiced amount was credited, the End User must purchase a new Licence and pay the applicable ALF as specified in the EXO Price List; or
- c. If the Licence was paid for and no credit exists, the client can choose to either:
 - i. purchase a new Licence and pay the applicable ALF as specified in the EXO Price List; or
 - ii. pay all ALFs that would otherwise have been charged in accordance with the current EXO Price List for the Licence, since the time the original Licence was relinquished up to the expiry date of the existing Licence.