



Acecourt Pty Ltd t/as Retail Systems Australia RSA PC POS Customer Agreement

Customer Name:.....

1. Understandings

This Agreement allows you to use the MYPOS software as ordered and listed on the quotation attached for as long as the software is installed. You have the right to use MYPOS at your Location on your PC network. Extra Agreements are required for other networks and other locations or if the software is to be used in a commercial data processing bureau.

2. Warranties

You must rely on your own judgment as to the Software and computer systems that it runs on's suitability for your purpose. You must rely on your own professional business advice services. No warranties are given other than those implied by law. Damages for breach of warranties implied by law as to fitness and merchantable quality are limited to repair or replacement of the Software with no liability for consequential damage. Retail Systems Australia provides 12 months warranty on RSA POS Software and hardware provided unless otherwise stated. This warranty applies from the date of delivery.

3. Software

Software supplied by Retail Systems Australia will perform substantially in accordance with its reference manuals in all material respects. Retail Systems Australia does not warrant that operation of Software will be uninterrupted or error free. Software supports is compulsory for the first 12 months from the purchase date of myPOS.

4. Payments

Payment must be made in the form of a 30% up front deposit and the balance on delivery of the system.

5. Improvements in Service

To facilitate improvements in Retail Systems Australia services, Retail Systems Australia may make any changes that in its judgment will improve the software and its services.

6. Cabling & Peripherals

Cabling, hubs and other peripherals are the clients responsibility. Plastic Cards and other "system used" peripherals must be tested and approved by Retail Systems Australia before use.

7. Software Maintenance Plan

Software Maintenance Plan provides Software maintenance and information services. Retail Systems Australia monitors technology, tax, legislative and other changes that could impact the Software and releases updates on the first Monday of every month. www.retailsystems.com.au is the Software Maintenance Customer web site for downloading the latest version of the Software, plus tips and techniques, other product information, and Software User Manuals. myPOS incurs a monthly in advance fee. Cancellation can only occur with 3 months notice in writing and after 12 months from the date of the maintenance commencement. The monthly fee will be billed on your supplied Credit Card Details.

8. Notices

You agree to tell us in writing if you change your location or postal address, or if you think there is any material information that we should be aware of about your ability to comply with this Agreement. Retail Systems Australia can give you notice by delivering it to your Software Location or postal address last known to us.

9. Limitations in Liability

Retail Systems Australia will not be liable, in contract, tort (including negligence) or otherwise, for any loss, expense or damage of any kind including, without limitation, direct, indirect, special, incidental or consequential damages, due to any failure to furnish any Retail Systems Australia service, any errors in any information or Software, or their use by Clients or others. These are Client's exclusive remedies.

10. Ownership and Copyright

Retail Systems Australia retains ownership and copyright on all of the files on www.myloyalty.com.au including "Your Name".myloyalty.com.au. Retail Systems Australia also retain ownership of the database and database tables and structure. You have ownership of all data contained in the your members database. You also have ownership of the images, stylesheet and the "page source" of any pages viewable by your members on the <http://your name.myloyalty.com.au/> website.

11. Governing Law

The laws of New South Wales, Australia govern this Agreement. The parties submit to non-exclusive jurisdiction of the laws of New South Wales, Australia.

12. Web Hosting

If applicable, the agreed webhosting fee must be paid monthly in advance into the Acecourt account. Cancellation must be in writing 3 months before the cut off date. Failure to meet this will be the immediate site suspension and then termination.

Customer Signature.....Date.....

Name and title(if different from details above).....