

Terms and Conditions

Software Product – MKOne
Licensor – MKOne Pty Ltd

This is a legal agreement between you, the end user, and MKOne Pty Ltd.

Read the terms and conditions of this agreement and any provided supplemental licence terms fully before accepting this agreement. By accepting this agreement, you agree to the terms of this agreement.

1. **Licence to Use** - MKOne Pty Ltd grants you a non-exclusive and non-transferable licence for the internal use only of the MKOne system and documentation for the number of users for which the corresponding licence fee has been paid. A base licence cost of \$189.00 is payable upon the signing of this agreement and is licensed for one user only. Any additional user will be charged at the standard price of \$189.00. Licence will be activated once the user has registered the software and inputted the licence key provided. All prices include GST, GST payable where applicable.
2. **Annual Support & Access to Upgrades** – Annual support and upgrade fee is payable. The payment of this fee allows the user access to all communicated upgrades & supplies Access to the MKOne Pty Ltd User Technical Support service, within the following 12 months after the fee has been paid.
3. **Access** - MKOne Pty Ltd will provide all users with an access code to use the MKOne system. Your secret access codes are important and must be kept secret.
4. **Security** – Your secret access codes are the keys to login to MKOne.

You must:-

- Protect your secret access codes from being lost, stolen or disclosed.
- Not give, show or tell your secret access codes to any one, including family and friends.
- Be sure no-one can see your secret access codes being keyed into a computer.
- As soon as you have finished use of the system, exit immediately by clicking on the “exit” button.
- Tell MKOne Pty Ltd as soon as you think or suspect that someone knows any of your secret access codes or that any of this information has been lost or stolen.

If you need to record your secret access codes to help you remember them, they must be reasonably disguised and kept separately in a place where it is unlikely that the numbers or letters will be seen by anyone, lost or stolen.

5. Your Liability

You will be liable for any damages which occur before you notify MKOne Pty Ltd that you thought or suspected that someone knew any of your secret access codes, if you:-

- Tell, give or show someone any of your secret access codes; or
- Failed to take reasonable precautions to protect your secret access codes or did not follow the requirements of this agreement.
- Failed in notifying us that you knew or suspected that someone knew your secret access code.

6. **Restrictions** – Software is the copyright of MKOne Pty Ltd and all intellectual property rights are retained by MKOne Pty Ltd and or/its licensors.
7. **Disclaimer** – To the extent not prohibited by law, in no event will MKOne Pty Ltd or it's licensor's be liable for any lost revenue, profit or data, or for special, indirect, consequential, incidental or punitive damages, however caused regardless of the theory of liability, arising out of or related to the use of or inability to use MKOne by the user, even if MKOne Pty Ltd has been advised of the damages. In no event will MKOne Pty Ltd's liability to you, whether in contract, tort (including negligence), or otherwise, exceed the amount paid by you for MKOne under this agreement. The foregoing limitations will apply even if the above stated warranty fails of its essential purpose.
8. **Termination** - This agreement will terminate immediately without notice from MKOne Pty Ltd if you fail to comply with any provisions of this Agreement. Upon termination, any access rights will be removed from the system.
9. **Governing Law** - Any action related to this Agreement will be governed by Australian Law. No choice of law rules of any jurisdiction will apply.
10. **Integration** – This Agreement is the entire agreement between you and MKOne Pty Ltd relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgement, or other communication between parties relating to its subject matter during the term of this Agreement. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party.

MKOne Pty Ltd makes no representations or warranties about the suitability of the software, expressed or implied, including but not limited to the implied warranties of merchantability, fitness for particular purpose, or non-infringement. MKOne Pty Ltd shall not be liable for any damages suffered by licensee as a result of using this software.

For further information on any of the clauses above please contact;

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