



LEGAL POLICY

# General Terms and Conditions

2.0

Terms governing our services and your use of them.

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DATE

**17 June 2026**

ABN

74 101 234 664

Real World Technology Solutions · [rwt.com.au](http://rwt.com.au)

## 1. INTERPRETATION

1.1 The parties are executing these General Terms and Conditions to establish a “Head Agreement” under which Services may be provided by RWTS from time to time. The execution of a Service Schedule adds the additional rights and obligations (set out in the Service Documents for that Service) to the relationship established by the Head Agreement. It does not create a separate agreement between the parties. However, the parties have different rights and obligations under the Head Agreement in respect of different Services and the rights and obligations of the parties under each Service Schedule can be terminated independently of the balance of their obligations under other Service Schedules or the agreement.

1.2 In this agreement, unless the context requires otherwise, words listed in the Contract Details have the meanings given to them there and the following capitalised terms have the following meanings:

- (a) Assumptions in respect of a Service means (a) the assumptions set out in the Proposal (if any) referenced in the Service Schedule for a Service; and
- (b) such other information provided by Customer to RWTS which RWTS has relied on in creating the Proposal and/or agreeing to provide the Service;
- (b) Confidential Information of a party means all information of that party which is disclosed by that party and is marked as confidential or, in the case of disclosure by RWTS, would reasonably be considered to be confidential and, except as otherwise agreed in writing, includes such information disclosed prior to the execution of this agreement;
- (c) Contract Details means the table at the front of this agreement as updated by agreement in writing between the parties from time to time;
- (d) Equipment means all computer hardware and other equipment provided to Customer by RWTS in the course of supplying a Service;
- (e) Fees in respect of a Service means the fees set out in the Service Details for that Service;
- (f) Minimum Commitment Period for a Service means the period (if any) set out in the Service Details as the minimum commitment period or otherwise agreed in writing;
- (g) Payment Terms for a Service means the terms set out under that heading in the relevant Service Description;
- (h) Proposal for a Service means the proposal identified in the Service Details for that Service;
- (i) Service Description in respect of a Service means the document of that name most recently published by RWTS from time to time in respect of that Service;
- (j) Service Details for a Service means the table with that heading in the Service Schedule for that Service;
- (k) Service Documents in respect of a Service means the Service Schedule, Service Description, the Proposal and the relevant Service Summary (if any) to the extent they relate to the relevant Service;
- (l) Service Schedule in respect of specific services means the document signed by the parties under which the Customer agrees to acquire those services from RWTS; and

(m) time and materials rates at a given date means the time and materials rates most recently published by RWTS prior to that date or as notified in writing by RWTS to Customer.

1.3 In this agreement, unless the context requires otherwise:

(a) to the extent it relates to a specific Service the term “this agreement” includes the Service Schedule and associated, then-current, Service Description for that Service;

(b) words defined in the Service Details have the meanings given to them there for the purposes of that Service Schedule;

(c) the rights and obligations of the parties in relation to a Service are governed by the following (in decreasing order of priority to the extent of any inconsistency):

(i) the Service Schedule;

(ii) the Proposal;

(iii) any Service Summary relating to the relevant service;

(iv) the Head Agreement, and

(v) the Service Description;

(d) all references to time and dates are references to the time, or date in Sydney, Australia; and

(e) the use of a term indicating a gender or genders includes all genders.

1.4 No provision of this agreement may be construed against a party because that party drafted that term.

## **2. SERVICES, LICENSING, CUSTOMER ASSISTANCE, CUSTOMER CONTACTS**

2.1 RWTS must supply to Customer each of the Services set out in each Service Schedule executed between the parties in accordance with the terms of this agreement and the Service Documents. Each party must comply with the obligations on that party set out in the Service Documents for each Service.

2.2 RWTS may suspend the performance of any or all of its obligations under this agreement by notice to Customer during any period in which the Customer has failed to pay any amount due to RWTS under this agreement. Where an obligation of RWTS under this agreement is dependent upon Customer providing information or assistance or performing an obligation under this agreement, that obligation of RWTS is automatically suspended until the Customer has provided that information or assistance or performed that obligation and any other obligations of RWTS under this agreement are extended by a reasonable period as a result of Customer’s delay.

2.3 The Customer must provide all assistance as is reasonably necessary for RWTS to carry out its obligations under this agreement. The assistance the Customer is required to provide under this clause 2.3 includes, but is not limited to:

(a) prompt physical access to any property of the Customer or of Customer’s third party contractors or agents on which relevant software or hardware is, or is to be, located (including in transit to a final installation point);

(b) prompt remote and physical access to hardware and software the subject of the services including remote access over the Internet; and

(c) provision of all access codes, usernames and passwords known by Customer necessary to access, administer or use any of the software or equipment administered by RWTS under this agreement.

2.4 RWTS may, as part of the provision of a Service, supply Equipment to Customer. Risk in all Equipment passes to Customer upon the earlier of the Equipment: (a) entering into the Customer's possession, custody or control; and (b) being supplied to an agreed delivery point. Where the Equipment is being sold to Customer, RWTS retains title in each item of Equipment until RWTS has received payment in full of all amounts invoiced by RWTS in respect of the Equipment.

2.5 Until title in an item of Equipment passes to Customer, Customer is a bailee of that Equipment and must: store that item of Equipment in a reasonably secure location and in a manner which makes clear RWTS's continued ownership of the Equipment; and insure the full value of that Equipment against loss or damage.

2.6 To the extent RWTS is able, it will pass on to Customer the benefit of all warranties RWTS receives from a third party in respect of each item of Equipment. Subject to clause 6 and this clause 2.6 and except as expressly agreed in writing, RWTS is not obliged to provide any warranty, maintenance or support in respect of any item of Equipment.

2.7 Except where expressly stated to the contrary in a relevant Service Description:

(a) RWTS gives no licence over anything provided by RWTS under this agreement. In particular, software licensed under an open source licence is generally licensed directly by the copyright owners of the relevant work;

(b) RWTS has no responsibility for arranging licences for any software or hardware provided by RWTS under this agreement;

(c) RWTS has no responsibility for determining the scope or effect of any licences acquired by Customer under this agreement.

2.8 All dates set out in the Service Documents for a particular Service are indicative only. RWTS has no liability for failing to meet any date set out in any of the Service Documents for a particular Service.

2.9 Customer must ensure that all of the Assumptions are correct. RWTS has no liability to Customer for any loss, damage or delay that occurs as a result of any Assumption being incorrect. RWTS may charge Customer at the time and materials rates for any work carried out by RWTS as a result of any Assumption not being correct.

2.10 Where the Proposal identifies an activity as to be performed by Customer, or as excluded from the services provided by RWTS, Customer must perform each part of that activity. RWTS has no obligation to perform those aspects so identified. Customer must pay RWTS at its time and materials rates where RWTS performs such an activity.

2.11 Day to day issues with the agreement, including problem reports, must be lodged with RWTS by one of the people listed as a Customer Contact. Customer may substitute persons as a Customer Contact by notice in writing to RWTS. Unless otherwise agreed in writing by the parties, the total number of people

listed as Customer Contacts is capped at the number listed in the Contract Details. Customer must ensure that each person who is a Customer Contact has sufficient training to carry out initial identification and diagnosis of problems. RWTS is not required to take action under this agreement on any issues or communications lodged by a person other than a Customer Contact. Where the parties agree any procedures for the lodgement of incidents the parties must comply with those procedures.

### **3. CABLING**

3.1 RWTS will install electrical, network and other cabling in accordance with the Proposal for the relevant Service. Except to the extent a Proposal expressly states otherwise the cabling work is limited to cabling laid: (a) on Customer's premises; and (b) terminating at an agreed termination point at which the internal cabling interconnects with external services such as electricity or telecommunications.

3.2 Customer permits RWTS to make such alterations to the Customer's premises as are reasonably incidental to: laying cabling in accordance with the cable runs set out in the Proposal; or complying with its obligations under this Service Description. This permission includes drilling holes in walls, floors, ceilings etc, the erection of free standing structures and the fixing of new structures to existing structures. Customer must, at its cost, ensure that, where RWTS requires the consent of any third party (including councils and government bodies, and the owners or lessees of property) to perform any of these activities, the relevant third party gives such consent.

3.3 Customer warrants that the premises at which the cabling is to be installed permit each proposed path for a cable run set out in the Proposal. Where the premises do not permit such a path, RWTS will implement a different path for that cable in its reasonable discretion after consultation with Customer. Customer must reimburse RWTS at the time and materials rates for any additional time and materials incurred by RWTS in implementing such a different path. Such a different path may have cosmetically different qualities to the proposed path.

3.4 RWTS will use reasonable efforts to match colours when installing conduit or other channels carrying cabling and to otherwise lessen the visual impact of cabling runs installed by RWTS. RWTS has no liability for any failure or perceived failure by RWTS to provide adequate cosmetic qualities relating to cabling pursuant to this agreement.

### **4. FEES, INVOICING AND GST**

4.1 RWTS may invoice Customer the Fees for each Service in accordance with the Payment Terms and, where no relevant time is set out in the Payment Terms, RWTS may invoice the Customer for ongoing fees monthly in advance and other fees in arrears. RWTS will provide Customer with a tax invoice in respect of all GST charged.

4.2 Except where the parties agree in writing to the contrary, or where the context requires otherwise:

(a) all amounts quoted by RWTS are exclusive of GST and all other taxes and duties;

(b) RWTS may, in addition to the Fees, add to each invoice GST on the value of the invoice at the prevailing rate of GST;

(c) where Customer is required to withhold any part of any amount payable under this agreement, the amount payable by Customer is increased by such an amount that, after that withholding, RWTS receives the amount of money listed in this agreement;

(d) where no price or other method of calculation of Fees has been agreed in writing, RWTS may invoice the Customer for work performed at RWTS's then current time and materials rates; and

(e) to the extent permitted by law, and except in the event of a total failure by RWTS to provide the relevant good or service in breach of this agreement, all payments made under this agreement are non-refundable.

4.3 Customer must pay each of RWTS's invoices in full in accordance with the Payment Terms and, where no time is set out in the Payment Terms, within 7 days of the date of the invoice.

4.4 Where RWTS incurs expenses or disbursements in the course of carrying out its obligations under this agreement RWTS may pass through those expenses or disbursements to the Customer. RWTS may include an expense as a line item on an invoice it issues subsequent to incurring the expense.

4.5 Where Customer disputes any invoice, Customer must pay the full amount of the invoice and, if the dispute is resolved in Customer's favour, RWTS will credit the relevant amount to Customer.

4.6 RWTS may vary any Fees by notice in writing to Customer at any time during the term of the agreement. The variation to the Fees becomes effective as set out in that notice or, if it is silent on the issue, 7 days after the Customer receives that notice.

4.7 Customer must pay RWTS interest on all amounts not paid by the due date for payment under this agreement at 2% above the then current overdraft rate of the Commonwealth Bank for amounts of \$100,000, compounded daily.

4.8 In the event that an unpaid debt is referred for collection, the customer will be liable for the full cost of collection of any outstanding debts.

## **5. CONFIDENTIALITY AND PRIVACY**

5.1 Each party must keep the Confidential Information of the other party confidential and must not disclose that information to any third party without the written consent of the other party. Each party must use the Confidential Information of the other party only for the purpose of complying with its obligations under this agreement.

5.2 A party's obligations of confidentiality in this agreement do not apply to information which:

(a) is or becomes generally known other than through a breach of this agreement;

(b) that party can prove was developed independently by that party without reference to the Confidential Information of the other party;

(c) is rightfully received by that party from a third party without an obligation of confidentiality;

(d) that party can prove was known to that party prior to the disclosure of the information by the other party.

5.3 If the parties have executed a separate confidentiality or non disclosure agreement, then, except to the extent of inconsistency (in which case the terms of this agreement take priority), the obligations in this agreement are in addition to and run in parallel with the obligations in that agreement.

## 6. WARRANTIES AND LIABILITY

6.1 To the extent permitted by law RWTS has no liability to Customer or any third person arising under or in relation to this agreement, any Service Schedule, any Service Description or the relationship between the parties contemplated by any of them other than direct losses to the extent they are caused by RWTS and result from:

- (a) physical injury to a natural person; and
- (b) physical damage to physical property.

6.2 Except where RWTS expressly agrees in writing to the contrary (including in a Proposal), RWTS has played no part in Customer's choice of, or decision to implement, any software under this agreement. The Customer represents and warrants that it has evaluated the appropriateness of all software to be installed by RWTS under this agreement. RWTS has no liability to Customer for any failure of any part of the software supplied to Customer under this agreement or under the broader relationship between RWTS and Customer including:

failures of the software to perform in the manner expected, anticipated or understood by Customer; failures by the software to interoperate with any other software or device; and failures of the software to comply with any documentation relating to the software (including documentation produced or provided by RWTS).

6.3 To the extent permitted by law, RWTS excludes all warranties and conditions that would otherwise be implied into this agreement by law. Where RWTS is not able to exclude such a warranty or condition, RWTS limits, to the extent permitted by law, its liability for a breach of that warranty or condition to one or more of the following at its option:

- (a) in the case of goods, any one or more of the following:
  - (i) the replacement of the goods or the supply of equivalent goods;
  - (ii) the repair of the goods;
  - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods;
  - (iv) the payment of the cost of having the goods repaired; and
- (b) in the case of services:
  - (i) the supplying of the services again; or
  - (ii) the payment of the cost of having the services supplied again.

6.4 Where RWTS staff (including contractors) are on site at the Customer's premises, the Customer must ensure that those staff have a safe working environment. RWTS will ensure that, while on Customer's premises, such staff comply with Customer's reasonable security and other human resources policies notified in writing to RWTS.

6.5 RWTS has no liability to any person (whether in tort, contract, equity or otherwise) arising under or in relation to this agreement, any of the Services or the relationships contemplated by them for any loss in the nature of consequential or economic loss, including where such loss arises as a result of the quality,

availability, unavailability, timeliness or any of the characteristics of the Services or the manner of their provision. In particular, RWTS has no liability to any person for any: lost profits; loss of savings, income or revenue; revenue not meeting targets or certain levels; uptime or availability of internet connectivity (or other network or carriage service) or of the ability of third parties to access a website, loss of opportunity; loss of bargain; or loss of or corruption of data. The exclusions in this clause 6.5 apply even in respect of loss or damage that was foreseeable or about which either or both of the parties were aware was likely to arise.

6.6 Customer must ensure it has adequate back ups of all data to which RWTS will have access in the course of the engagement. Customer must ensure that it is able to restore such backups in the event of any data becoming corrupted. RWTS has no liability for any loss resulting from any damage to data arising out of or which occurs as a result of the relationship between RWTS and Customer. RWTS does not warrant that all data in Customer's existing or legacy systems can be imported into any new system provided by RWTS.

6.7 The total aggregate liability of RWTS for all loss or damage in respect of all claims arising out of or in relation to this agreement or out of or in relation to the relationships contemplated by this agreement whether arising in tort (including negligence), contract, equity or otherwise is limited to the total of all Fees received by RWTS under this agreement in the first twelve months following the Commencement Date.

6.8 Customer must commence action on any cause of action (including those of a continuous nature) that arises under or in relation to this agreement, any Service Description or the relationships contemplated by them within 18 months of that cause action first arising if it wishes to pursue that cause of action. If Customer fails to commence action within that 18 month period, that cause of action lapses and Customer cannot enforce it.

6.9 Customer indemnifies RWTS against all loss or damage suffered by RWTS (including losses recovered from RWTS by a third party) as a result of or relating to any one or more of the following: any of the Services; their provision to Customer; the agreement; and the relationship contemplated by any of them.

## **7. TERM AND TERMINATION**

7.1 This agreement commences on the Commencement Date and continues for a period of time equal to the Term. Where the parties agree to add additional Services subsequent to the Commencement Date the parties will agree a date for the commencement of those Services. The terms of this agreement apply to the provision of those Services, and the parties' obligations in respect of those Services commence from that date.

7.2 Where the agreement is not terminated under clause 7.3 prior to the end of the then current term, the agreement is extended and remains in force from the then end of the term for a further period equal to the Term. Any number of extensions under this clause 7.2 may occur.

7.3

(a) Where the service supplied is a managed support or infrastructure project, party may give notice terminating the agreement at the end of the then current term on 90 days' prior written notice. Where a party gives such a notice and the notice period expires prior to the end of the then current term of the agreement, then the agreement will not be extended under clause 7.2 and will come to an end at end of

the then current term. Otherwise, the term of the agreement is extended under clause 7.2, with the termination effective as at the end of that extended term.

(b) For all other services, either party may give notice terminating the agreement at the end of the then current term on 30 days' prior written notice. Where a party gives such a notice and the notice period expires prior to the end of the then current term of the agreement, then the agreement will not be extended under clause 7.2 and will come to an end at end of the then current term. Otherwise, the term of the agreement is extended under clause 7.2, with the termination effective as at the end of that extended term.

7.4 Subject to clause 7.5, a party may terminate this agreement immediately by written notice where:

(a) the other party commits a breach of a term of this agreement (including any Service Description), other than an insubstantial breach and other than a failure to pay money, and that breach is not remedied within 14 days of written notice of that breach from the first party; or

(b) the other party becomes insolvent or unable to pay its debts when they fall due; or

(c) the other party fails to pay (in full and in cleared funds) money due under this agreement by the time that payment is due.

7.5 Each Service may be terminated independently of each other Service and of this agreement as a whole. Where a breach relates only to a Service Description, a party may only terminate this agreement in respect of the Service to which that Service Description relates.

7.6 Each party must cease use of and return to the other party the other party's Confidential Information within 14 days of the termination or expiry of this agreement. A party may destroy the other party's Confidential Information instead of returning it under this clause 7.6 if the other party gives its prior written permission to that destruction. Each party must ensure that, after the expiry of the 14 day period referred to in this clause 7.6 it retains none of the other party's Confidential Information.

7.7 Upon termination of this agreement:

(a) the Customer is not entitled to any refund of any amounts paid in advance;

(b) all outstanding invoices become due and payable immediately;

(c) RWTS may invoice the Customer for all work accrued but not billed as at the date of termination. Such an invoice is payable within 7 days of the date of the invoice;

(d) RWTS may enter onto Customer's premises to recover any Equipment owned by RWTS, including each item of Equipment intended to be sold to Customer but, as at the date of termination, not paid for in full by Customer.

7.8 This clause 7 does not limit RWTS rights to terminate otherwise available at law. Each clause which by its nature and the circumstances ought to survive the termination of this agreement survives. The following clauses also survive the termination or expiry of this agreement: 4, 5, 6, 7, 8, 9.

7.9 Where a Service terminates prior to the end of the Minimum Commitment Period after the commencement date for that Service, on termination Customer must pay RWTS the monthly fees

multiplied by the number of months from the date of termination until the end of the period ending at the end of the Minimum Commitment Period after the commencement date for that Service.

**7.10 Online safety and content compliance.** RWTS may suspend or terminate a Service, or remove or disable access to content, where required to comply with the Online Safety Act 2021 (Cth), a registered online safety code or standard, or a notice or direction from the eSafety Commissioner or another authority, or where Customer breaches the Acceptable Use Policy or our Online Safety & Content Policy. RWTS will act proportionately and, where practicable, give Customer notice.

## **8. NO POACHING**

8.1 The Customer must not, during the term of this agreement and for each of the following periods following the termination or expiry of this agreement, employ, or solicit the employment of, any employee or contractor of RWTS or otherwise enter into an agreement for the provision of service directly or indirectly by such a person to the Customer, without the prior written permission of RWTS:

- (a) 6 months;
- (b) 12 months;
- (c) 18 months.

8.2 Each of the restrictions in clause 8.1(a), (b) and (c) is a separate and independent obligation on Customer and if any of them is held to be illegal or unenforceable it is severed from the contract and does not affect the application or effectiveness of the others. If the Customer breaches this clause 8 in relation to a person, RWTS may invoice the Customer for, and the Customer must, within 30 days of the date of the invoice, pay RWTS by way of liquidated damages an amount equal to one year's salary (at the rate most recently paid by RWTS) of that person (if an employee) or the total of all amounts paid by RWTS to that person in the preceding 12 months (if a contractor).

## **9. DISPUTE RESOLUTION**

9.1 Subject to clause 9.2, prior to commencing any action in any court or any action in any other form of judicial or quasi-judicial forum the parties must comply with the requirements of this clause 9.

9.2 Nothing in this clause 8 prevents either party seeking urgent interlocutory relief from a court in relation to any breach or potential breach of an obligation of confidentiality or in relation to any other matter of urgency.

9.3 Where there is a dispute between the parties in respect of a matter the subject of this agreement, each party must cause a senior representative with authority to settle the dispute to be available and to meet with the other party's senior representative with a view to resolving the dispute. Where a dispute remains unresolved for a period of 20 days each party is released from the requirements of clause 9.1 in relation to that dispute.

9.4 The discussions between the parties under this clause 9 are made on a "without prejudice" basis; and cannot be tendered or referred to in evidence in any judicial or quasi judicial proceedings without the consent of the party making the relevant statement.

## **10. GENERAL**

10.1 Except as set out in this agreement to the contrary, nothing in this agreement:

(a) gives either party the ability to act or incur liability on behalf of the other party; or

(b) creates a relationship of joint venturers, principal and agent or employee and employer between the parties.

(c) grants the Customer any rights over any intellectual property rights (including copyright, patents, and rights to the registration of such rights) held by RWTS at any time during the term of this agreement.

10.2 RWTS grants Customer a licence over the intellectual property rights owned by RWTS (Licensed Rights) which relate to: (a) the Proposal; and (b) the documentation which is produced by RWTS for Customer and provided to Customer under this agreement (Licensed Works). Under the licence any use of the Licensed Works by the Customer reasonably incidental to the Customer's use of the Equipment will not infringe the Licensed Rights. The licence granted under this clause 10.2 has no other effect.

10.3 Except as expressly agreed in writing RWTS does not grant any licences to Customer.

10.4 Where any intellectual property rights (including copyright, patents, and rights to the registration of such rights) arise as a result of the performance of this agreement by or on behalf of RWTS, those rights vest on creation in RWTS.

10.5 This agreement cannot be varied except in writing signed by both parties.

10.6 A waiver of rights under this agreement can only occur in writing signed by the party granting the waiver. Except to the extent set out in the waiver, a waiver is only effective in relation to the specific facts and rights set out in it and does not operate to waive any other rights or to waive the same rights in respect of different facts or circumstances.

10.7 Where a part of this agreement is held by a court to be illegal or otherwise unenforceable, and the unenforceability of that part does not substantially alter the character of the bargain that would have been in existence between the parties had that part been enforceable, that part is severed and the balance of this agreement will continue unaffected.

10.8 This contract is governed by the laws in force in the State of New South Wales, Australia. Each party submits to the non-exclusive jurisdiction of the courts of that State.

10.9 Except to the extent the context requires otherwise, where an act, right or obligation under this agreement is subject to the consent of a party, it may grant or withhold that consent in its sole discretion and is not required to provide a reason for that grant or withholding.

10.10 Notices under this agreement must be given in writing. Notices under this agreement may be given to the address of the party listed at the front of this agreement, or, where another address is notified by that party in accordance with this agreement, the address most recently notified by that party.

10.11 RWTS's obligations under this agreement are suspended to the extent it is unable to comply with them as a result of a cause beyond the reasonable control of RWTS. RWTS will promptly notify the Customer upon such an event occurring. The actions of telecommunications and other utilities, hosting providers and other subcontractors to RWTS are outside the reasonable control of RWTS for the purposes of this agreement.

10.12 RWTS may, without needing the consent of Customer, engage third parties to provide or assist in the provision of any of the services under this agreement.

## **AUTHORISED REPRESENTATIVES**

11.1 Customers must appoint an authorised representative act on their behalf by emailing ([accounts@rwts.com.au](mailto:accounts@rwts.com.au)). In the event that customers have not appointed explicit authorised representative(s) the person who executed the contract will be deemed as the authorised representative.