

SOFTWARE LICENSE & WARRANTY AGAINST DEFECTS

SOFTWARE LICENCE: Quest Payment Systems Pty Ltd (Quest) grants the licensee a non-exclusive licence to use the Software in this package on one (1) computer node, upon payment of an agreed fee.

Quest retains title to and ownership of this copy and all backup copies and all intellectual property rights related to the Software. You may make copies of the Software for backup purposes. You may not copy the relevant documentation, make alterations or modifications to the Software, or attempt to discover the source code of the Software. The Software may not be sub-licensed, rented, or leased, unless we expressly agree otherwise in writing.

Both the licence and your right to use the Software terminate automatically if you breach any part of this licence agreement. In the event of termination, you must (at Quest's option) immediately destroy all copies of the Software or return them to Quest. Quest may from time to time in its sole discretion supply updates.

WARRANTY AGAINST DEFECTS: If you discover defects in the media on which the Software is distributed or in the accompanying documentation, Quest will replace the media or documentation for a period of ninety (90) days after we supply the Software to you. All warranties not referred to in this document are excluded.

CONSUMER GUARANTEES: Subject to Quest's rights under the Australian Consumer Law (which Quest fully reserves), our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

You agree that our Software will be of acceptable quality if it remains functional in accordance with its specifications and accompanying documentation for ninety (90) days after the date of supply.

LIMITATION OF LIABILITY: The liability of Quest for the breach of the consumer guarantees in the Australian Consumer Law and all other liability in relation to our Software or its documentation and this agreement (including under the limited software warranty against defects set out above) is limited to, at the option of Quest, the repair or replacement of the Software, the supply of equivalent software or the payment of the costs of replacing or repairing the Software.

Without limitation, Quest shall in no event be liable for direct, indirect, incidental, contingent, or consequential damages resulting from any defect in the Software or its documentation and this agreement, including (but not limited to) damages from loss of data, down-time, goodwill, damage to or replacement of equipment or property, and any costs of recovering, reprogramming, or reproducing any data or programme used in conjunction with Quest products.

CLAIMS: If you wish to make a claim under the warranty against defects set out above or the consumer guarantees in the Australian Consumer Law, you must return the disk containing the Software or documentation to Quest within ninety (90) days after we supplied the Software to you, at your cost, accompanied by proof of purchase.

APPLICABLE LAWS: The laws of the State of Victoria, Australia govern this licence agreement.