

WHYQ - SOFTWARE AS A SERVICE AGREEMENT

BACKGROUND

- A. WhyQ is the sole and exclusive creator and owner of a SMS QUEUE MANAGEMENT SOFTWARE solution.
- B. Client wishes to engage and use such solution.
- C. WhyQ has agreed to grant access to its cloud-based solution under the terms and conditions set out and agreed on in this Agreement.

1. DEFINITIONS

- 1.1. Except where logical context would otherwise require it, the following definitions are made to better interpret and understand this agreement;
 - “Agreement” shall be this Software as a Service Agreement, including all of its Schedules, which shall be deemed as integral part of this Agreement.
 - “Business Day” shall be any day different than an international or local holiday or any Saturday or Sunday.
 - “Commencement Date” shall be the day this Agreement becomes valid and enforceable between the parties and shall be specified and determined in Schedule 1.
 - “Governing Documents” shall be used to refer to the group of documents which incorporate the [Privacy and Cookie Policies](#), the [Terms of Services](#) , the [Service Level Agreement](#) and this [Software as a Service Agreement](#)
 - “Platform” shall be the interface which is accessed through the account of Client, which enables Client to access the software’s features and to customize the fields and forms which will require information to be registered into a queue.
 - “SMS” is the abbreviation of ‘short messaging service’ which is a service available on all mobile carriers which service mobile phones.
 - “Software” shall be the SMS Queue Management Software solution which is published and owned by WhyQ.
 - “Services” shall be the features of the Software accessible through the Client’s accounts, the support of the software and other services which may be specified in the Schedules attached hereto, which may include, but are not limited to API/Web Development, Graphic Design and/or Onsite Support/Training.
 - “Subscription/License Fee” shall be used to refer to the payable amount by Client to access the Services.
 - “Term” shall be the period of subscription paid for by the Client for the Services.
- 1.2. Other definitions may be given throughout the Agreement.

Some terms defined here or throughout the Agreement may not be capitalized.

2. ACCEPTANCE OF AGREEMENT

- 2.1.** The terms and conditions of this Software as a Service Agreement form the sole agreement (the "Agreement") between WHYQ (ABN 64 847 503 156) (referred to as "WhyQ", "Company", "we" or "us") and the service subscriber (referred to as "Client" or "you"), and which may be collectively referred to as the Parties or each a Party.
- 2.2.** WhyQ runs and owns the cloud-based *SMS Queue Management Software* solution which can be previewed at their website at www.whyq.me ("Website").
- 2.3.** The Client wishes to engage and use the Software.
- 2.4.** The terms and conditions contained herein determined the terms upon which WhyQ agrees to grant Client the right to access and use the Software. This Agreement shall be binding and apply to all and every use that Client makes of the Software, and shall be obligatory between the parties, from the moment Company provides or Client registers and subsequently pays for an account to use the Software and access the Platform (the "Platform").
- 2.5.** This Agreement incorporates the [Privacy and Cookie Policies](#), the [Terms of Services](#), the [Service Level Agreement](#) and this [Software as a Service Agreement](#) (altogether the "Governing Documents") which may be amended from time to time and shall always be accessible through the Website.
- 2.6.** Client's acceptance is construed by the acceptance and ticking of the boxes linking to the Governing Documents and/or by returning this document signed by and agent or representative with authority to bind Client with this Agreement. In the latter case, Client states to have read the Privacy and Cookie Policies and Terms of Use previously.
- 2.7.** By Client's access and use of the Software through the Platform Client acknowledges having read, accepted and fully understood this Agreement.
- 2.8.** If the Client were an entity, Client warrants WhyQ that the signee has sufficient authority to enter into this Agreement on behalf of the Client.
- 2.9.** WhyQ reserves the exclusive right to make changes to any of the Governing Documents at any time, effective upon the notice and/or posting of such changes to the Client. Client understands that such notice shall be made to Client's reported or entered email address, and that the obligation to read and remain compliant with such terms is solely theirs. The most recent Governing Documents shall remain available on the Website.

3. SERVICES

- 3.1. Subject to Client's compliance with the Governing Documents terms and conditions, WhyQ grants Client a non-exclusive, time limited, revocable right to access and use the Software during the applicable Term in strict accordance to what is determined in this Agreement and/or its attached Schedules.
- 3.2. The Software is accessible by Client through the internet by logging into their online Accounts.
- 3.3. The services which shall be provided by WhyQ include the creation of an Account when required, the support and training which shall include a helpdesk which shall be available from 8AM to 6PM Australian Eastern Standard time, 24h phone support, and the access and maintenance of the software itself.
- 3.4. Services are provided by means of SMS messaging, which are supported by all major mobile carriers. In the event the customer of Clients does not have a mobile phone compatible with SMS, such customers will not be able to enter the queue.
- 3.5. The standards and quality of the services, including its up-time and availability shall be specified in its SLA.

4. ACCOUNT AND SUBSCRIPTIONS

- 4.1. Whenever Client subscribes online and registers for an account, the system will require some information for subscription and identification purposes (the "Client Information". WhyQ recommends clients to refer to our Privacy and Cookie Policies to read and be informed on how we manage, collect, protect and store such information.
- 4.2. Login information and data is stored on our server, and such information may travel in and out of the server, without WhyQ having any direct control over such fact. However, WhyQ intends to make sure that all gathered information is secure at all times using safe and secure standard industry practices.
- 4.3. Access to the full Client account with all its features after payment of all applicable subscription fees. Once such payment has been processed Client shall be able to access the Software from the Platform, for the Term applicable to Client's subscription.

5. PAYMENT OF FEES

- 5.1. Client agrees to pay the Subscription Fee applicable to their plan or any given quote, for the agreed Term, to be able to access the Platform and use the Software.
- 5.2. WhyQ allows payments by Credit Card and Wire Transfer, whichever is preferred by Client.
- 5.3. If the preferred option by Client is Credit Card, Client must agree:
- 5.4. That, in order to maintain the preferred subscription, recurrent periodic charges will be made to the provided Credit Card, subject to the preferred subscription; these charges may occur weekly, monthly or any other period which may be determined on Schedule 1.
- 5.5. If the charge is rejected by Client or by their Credit Card issuer and as a consequence of such rejection payment is not made, Client shall be informed of the event to Client's reported email address. As a result of WhyQ not being able to process the payment, Client's account may be locked, and Client may not be able to further access the Software until the problem is solved.
- 5.6. In the event that subscription fee is not paid within ten (10) days of the programmed date for such payment to occur, Client's account may be locked until payment by client is made and confirmed by WhyQ. If such payment is delayed for a period over 30 days, WhyQ shall be fully entitled and authorized to delete Client's account, and to delete all Client's data. SUCH DELETED DATA MAY NO LONGER BE RECOVERABLE.

6. TERM AND TERMINATION

- 6.1. This Agreement is programmed to be renewed automatically at the end of its natural term for consecutive equal terms, unless agreed differently on Schedule 1.
- 6.2. If Client wishes not to continue with such automatic renewal, Client must give notice to WhyQ in writing at least thirty (30) days before the end of the Term. In such event, the account will be terminated and the end of the Term, and all charges or payments will
- 6.3. To terminate an Account, the Client must advise us in writing at least 30 days before the end of the Term. The Client's Account will be terminated at the end of the Term and all automatic payments will cease at the end of such Term.
- 6.4. WhyQ disclaims all liability and responsibility for the deletion of data, and Clients are solely responsible to download and recover all the data from their accounts previous of their account termination. DATA OF TERMINATED ACCOUNTS MAY NO LONGER BE RECOVERABLE AND DELETED FROM THE SERVERS PERPETUALLY.

- 6.5. WhyQ shall be fully entitled and has full authority to terminate this Agreement at their sole discretion, whenever;
- 6.6. Client breaches any of the terms and conditions of the Governing Documents or that WhyQ is informed or becomes aware of the intention of the Client to breach any of its obligations under the Governing Documents;
- 6.7. WhyQ has good reasons to reasonably suspect that Client is attempting to reverse engineer the Software;
- 6.8. Client's use of the Service may be construed as illegal, inappropriate or otherwise unlawful;
- 6.9. The communication channel with client seems inactive and Client fails to communicate instructions or requirements related to the Services in a timely manner;
- 6.10. Client files for bankruptcy;
- 6.11. WhyQ becomes unable to provide the Services for reasons out of the company's control.
- 6.12. Whenever required by statutory law, WhyQ shall be entitled to keep copies of any documents which it is obligated to store. Therefore, Client authorizes WhyQ to comply with any such legal obligations of storage of information, data or documents.

7. CLIENT OBLIGATIONS

- 7.1. The Client warrants WhyQ that all information and every piece of data provided to the Company is accurate, true, verifiable and complete.
- 7.2. Client acknowledges that all use the Software shall be for lawful internal business purposes, and that Client shall be solely responsible for controlling the authorized personnel which is to interact with the Software.
- 7.3. Client must make sure and keep secure their login details to access the Software; furthermore, Client represents that in the event of a breach or a suspected breach, Client shall inform WhyQ of such breach or breaching activities.
- 7.4. Client must have or provide a clear internet access wherever the Software must work, to ensure connectivity and quality of the services.
- 7.5. Client must make sure to have their data policy in place, which is compatible and within the framework of legal obligations which apply to them. Such data policy must be easy to access to the individuals who enter or interact with the Software in any manner. Furthermore, Client must be aware of the limitation of the gathering of certain personal information, making sure the individuals are consenting when they input their personal information, and to the storage of such information and the period of which such data may be stored. CLIENT SHALL INDEMNIFY WHYQ AND KEEP WHYQ IMMUNE AT ALL TIMES AND AT FIRST REQUEST OF LEGAL ACTIONS OR CLAIMS

AGAINST CLIENT FOR BREACHES TO LEGAL ACTS OR CONVENTIONS. CLIENT SHALL FURTHER PROTECT AND INDEMNIFY WHYQ FOR ANY LOSSES OR DAMAGES INCURRED IN AS A RESULT OF THE COLLECTION OF DATA AND/OR USE OF THE SOFTWARE.

- 7.6.** CLIENT STATES TO UNDERSTAND THAT WHYQ HAS NO CONTROL OR KNOWLEDGE OVER WHAT TYPE OR KIND DATA IS COLLECTED FROM THE INDIVIDUALS IT COLLECTS DATA FROM, NOR HOW THAT DATA IS STORED, OR OF THE LEGALITY OF ITS COLLECTION. THEREFORE, CLIENT WARRANTS WHYQ TO REMAIN COMPLIANT WITH ALL LOCAL AND INTERNATIONAL PERSONAL DATA LAWS AND REGULATIONS.
- 7.7.** Client uses the Software at Client's own risk.
- 7.8.** Notwithstanding of what is stated in this clause, Client shall remain solely responsible to remain compliant with any and all applicable laws, which may apply to the use of the Software, and its interaction with third parties.
- 7.9.** Must respect all trademarks, trade names and intellectual property of WhyQ at all times, and no convention of any of the Governing Documents shall be interpreted as a concession or license to breach or benefit such property in any way.
- 7.10.** Client authorizes WhyQ and acknowledges that WhyQ may use any of Client's trademarks, logos, domain names, testimonials or other distinctive marks in presentations, marketing materials, website listings which include links to Client's website and other information for the purpose of advertising and marketing of WhyQ, whenever WhyQ deems fit, without any obligation of retribution to Client.
- 7.11.** In case Client choses to upload their own content to the Software, Client warrants that such content does not interfere with third party rights, nor to promote illegal activities. Content created and uploaded by Client must remain respectful and not be insulting, degrading or in other manner discriminatory.

8. FORBIDDEN USE OF SOFTWARE

- 8.1.** Client is expected to act within the terms and conditions of the Governing Documents at all times. Additionally, Clients may not:
- 8.2.** Breach the terms and conditions of this these Terms of Use.
- 8.3.** Attempt to disable or tamper the features of the Software, its security measures or its normal operation whatsoever.
- 8.4.** Decompile, modify or attempt to unlawfully reproduce the Software.
- 8.5.** Attempt to access or derive the source code of the Software or any of its features.
- 8.6.** Use the Software for unlawful or illegal purposes, or to promote related activities with aid of the Software.

- 8.7. Attempt to hack, circumvent the basic security or the integrity of the servers and systems WhyQ and its Software.
- 8.8. Frame the Software, the Platform or its dashboard.
- 8.9. Mirror the Software, the Platform or its dashboard.
- 8.10. Attempt to make copies of, reproduce or otherwise clone or reverse engineer the Software, its contents, databases, trademarks and any other parts of it.
- 8.11. Try to upload, or in any other form, infest the server or platform with virus, spyware, malware or any other harmful software.
- 8.12. Try to access Software through a backdoor, creating one, or attempt to access as anything different than a Client.
- 8.13. Place links to third party websites or applications without proper written authorization by WhyQ.
- 8.14. Aid or assist a third party in any of the aforementioned prohibitions.
- 8.15. Client states to fully comprehend that a breach of any of the subsections of this clause may lead to account lock and the termination of this Agreement, without prejudice to any legal actions which WhyQ or a third party may use.

9. DATA PRIVACY AND COOKIE POLICIES

- 9.1. WhyQ is very serious and respectful of the personal data it gathers and processes and has set out a detailed Privacy and Cookie Policies to inform Clients and their customers and users how data is handled.
- 9.2. As a company incorporated in Australia, WhyQ is obligated and compliant with the Privacy determinations and principles of the Privacy Act of 1988, and other regulations and statutory obligations.
- 9.3. WhyQ also has created policies which follow on the guidelines and obligations established by the EU General Data Protection Regulation (GDPR), which WhyQ intends to pursue, particularly when acting as a data processor.

10. COPYRIGHT AND INTELLECTUAL PROPERTY

- 10.1. All the Intellectual Property related to the Software, the Platform, the Databases and the source code, including also the documentation, training and support related documents and reports, shall remain the exclusive right of WhyQ and/or its licensors.
- 10.2. Nothing in this Agreement shall be construed as a concession or grant of right to intellectual property owned by WhyQ or its licensors.
- 10.3. Client hereby grants WhyQ a worldwide and non-exclusive license to use and display any intellectual property with the content created by Client, or

with the data provided in connection of the use of the Software, including third party trademarks, materials and logos.

- 10.4.** The intellectual property of and to the data which is entered into the Software or to the Platform shall remain with Client, however the access to such data is directly contingent with the recurring payment of the plans or subscriptions Client has entered into.
- 10.5.** Client grants WhyQ a license to copy, store, backup, encrypt, copy, use, transmit and display any information and data for the purposes of rendering the Services to Client, and for any purpose related to the performance of WhyQ's obligations under this Agreement.
- 10.6.** WhyQ recommends Clients to pursue their responsibility in continuedly making security copies of their data which is entered into the Software by means of the Platform, as it is Client's sole responsibility to back-up their data, even when WhyQ uses the best practices of the industry to prevent loss of data. Due to the nature of cloud-based processing and storing, even when making use of reasonable security measures, events not under the control of WhyQ may occur where data is lost, and WhyQ shall not be liable for, neither to client, and any sub sequential damages resulting of such loss, nor to any other involved parties.

11. UPDATES AND SUPPORT

- 11.1.** Software, platform, databases and/or the Website may be updated automatically from time to time during the period and Term of this Agreement.
- 11.2.** There shall be no obligation weighing on WhyQ to make such updates, except if agreed differently in writing.
- 11.3.** Support shall be given to Clients by means of a helpdesk. Alternatively, Clients may contact WhyQ by means of the contact form.

12. SERVICE LEVEL

- 12.1.** The Service Level Agreement shall describe the services level to be expected from the Services, such as online time, maintenances and other important information.
- 12.2.** Where possible, WhyQ intends to provide notice to Client to their reported email address of programmed maintenance or development activities which may interfere with Software functioning or availability.

13. SECURITY

- 13.1. WhyQ is committed to use and implement reasonable security features and systems for the data which is stored and transmitted by means of the Software.
- 13.2. Such features and standards are meant to equal or surpass current industry standards of security.

14. DISPUTES AND INQUIRIES

- 14.1. WhyQ appreciates your feedback, inquiries and inputs of the Software, Platform and Website. WhyQ intends to solve any reasonable concern or problems of its Clients.
- 14.2. In the event of a dispute between the Parties which arises out of this Agreement or any of the Governing Documents, they shall at all times attempt to solve such dispute by means of clear written communication in writing and follow up meetings. Such written communications and meetings shall be held in a sphere where respect is to be upheld and good faith prevail.
- 14.3. Where an agreement or settlement of the dispute is not reached despite the communications and meetings, any of the affected Parties may request to refer the matter to a qualified mediator. The mediator must be agreed on by both Parties. If there were no such agreement, any of the parties may request the appointment of a mediator to the Law Society of NSW, which will then decide on a date, place and time for the mediation to occur. It is expected that both parties attend the mediation, to resolve any disputes.
- 14.4. All obligations created by this Agreement shall remain applicable to both parties during the dispute resolution process.

15. LIMITATION OF LIABILITY

- 15.1. WHYQ SHALL NOT BE LIABLE IN THE EVENT OF ANY OCCURRENCE WHICH RESULTS IN ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA, THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE SOFTWARE OR THE PERFORMANCE OF ANY FEATURE WHICH MAY BE AVAILABLE ON THE PLATFORM EVEN IF WHYQ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 15.2. CLIENT ASSUMES TOTAL RESPONSIBILITY AND ABSORBS ALL LIABILITY FOR CLIENTS ACCESS AND USE OF THE SOFTWARE AND THE PLATFORM.
- 15.3. THE ONLY REMEDY AVAILABLE TO CLIENT AGAINST WHYQ IS TO STOP USING THE PLATFORM AND THE SERVICES ALTOGETHER.
- 15.4. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO CLIENTS WHICH RESIDE IN

SUCH LIMITING JURISDICTIONS. THE CUMULATIVE LIABILITY OF WHYQ ARISING OUT OF OR IN ANY WAY CONNECTED TO THESE TERMS SHALL NOT BE MORE THAN THE TOTAL AMOUNT PAID TO WHYQ. LAST PARAGRAPH MAY NOT APPLY TO CLIENTS WHEN THEIR STATE OR COUNTRY SUCH LIMITATION OF LIABILITY IS NOT PERMITTED BY LAW.

16. NO WARRANTY

- 16.1.** TO THE MAXIMUM EXTENT PERMITTED BY ANY RELEVANT FUTURE OR PRESENT LAW, THE PLATFORM AND ANY SERVICES AVAILABLE ON THE SOFTWARE ARE PROVIDED BY WHYQ SOLELY ON AN "AS IS," AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND.
- 16.2.** WHYQ HEREBY DISCLAIMS AND MAKES NO WARRANTIES, REPRESENTATIONS, OR CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, SUITABILITY, TRADE USAGE OR PRACTICE, MERCHANTABILITY, TITLE, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, OF THE USE, MISUSE, OR INABILITY TO USE THE SOFTWARE, THE PLATFORM, AND ANY AVAILABLE INFORMATION AND SERVICES THEREON, EITHER IN WHOLE OR TORT OR PART.
- 16.3.** ADDITIONALLY, WHYQ DOES NOT WARRANT THAT THE SOFTWARE, PLATFORM AND ALL RELATED SERVICES ARE IN ANY WAY ERROR-FREE OR THAT THEY WILL BE UNINTERRUPTED.
- 16.4.** FURTHERMORE, NO WARRANTY IS EXTENDED REGARDING THE COMPLETENESS, ACCURACY, DESIRED RESULTS AND EFFECTS OF THE APPS AND THE SERVICES. CLIENTS SHALL BE SOLELY RESPONSIBLE FOR THE RESULTS AFTER THE USE OF THE SOFTWARE, AND NO GUARANTEE OF ITS RESULTS IS ISSUED BY WHYQ TO ANYONE, INCLUDING ANY PAID SERVICES, AND THE USE AND PURCHASE OF FEATURES AND SERVICES OF THE SOFTWARE IS MADE AT SOLE RISK OF THE CLIENT.
- 16.5.** IN THE EVENT THAT ANY SPECIFIC STATE, PROVINCE OR COUNTRY DO NOT ALLOW ANY OF THESE DISCLAIMERS OR THE WAIVING OF WARRANTIES, THE AFOREMENTIONED IN THIS SECTION MAY NOT APPLY TO SOME CLIENTS.
- 16.6.** NO WARRANTY IN RELATION OF ANY OF THE FEATURES OF THE SOFTWARE OR ITS POSSIBLE RESULTS IS MADE BY WHYQ, AND CLIENT SHALL ASSUME ALL LIABILITY AND RESPONSIBILITY FOR DAMAGES AS A RESULT OF UNSUITABLE, UNTRUE, FALSE, MISLEADING, DECEITFUL OR WRONG INFORMATION OR DATA.

17. CONSUMER LAW

- 17.1.** Nothing in this Agreement intends to remove or removes or deprives or limits in any manner any Client from access to their statutory rights as a consumer, which in Australia is established by the Consumer and Competition Act 2010.
- 17.2.** All limiting conditions or warranties are excluded when they are not permitted by statutory rights determined in local Australian law, for Australian Clients specifically.

18. INDEMNITY PROVISION

- 18.1.** Client agrees to be liable and to indemnify and keep WhyQ indemnified and defend and hold harmless WhyQ for and against all legal claims, liabilities suits, expenses and actions, including reasonable legal costs of attorneys and litigation, which result directly or indirectly from inaccurate, false or misleading information or data uploaded to the Software.
- 18.2.** The aforementioned indemnity and obligation to hold harmless shall be extended to any breach to this Agreement or misuse of the Software by Client or any of its personnel.
- 18.3.** Client furthermore states that Client shall be cooperative and aiding, at their own expense, when, as a result of Client's use of the Software or Services, disputes, complaints, litigation or investigations arise and must be handled by WhyQ. This includes any misleading, false or incorrect information or data which is entered into the system by Client, its personnel or any of its customers.
- 18.4.** The obligations under this clause will survive termination of this Agreement.

19. NOTICE

- 19.1.** Any notice or other communication provided for herein or given hereunder to any party hereto, may be done by post, courier, or by email, to the following addresses:

WHYQ

Address - PO Box 1084, Chatswood, NSW, 2067

Email – info@whyq.me

CLIENT

Address

Email

- 19.2.** Any notice which may be permitted or required to send to Client under this Agreement shall be done to their reported email address, to which Client specifically consents.

20. RELATIONSHIP OF PARTIES

- 20.1. There shall be no authorization made by either Party to bind the other party, without previous agreed consent done in writing of the other Party.
- 20.2. Both Parties hereto agree and acknowledge not to seek to bind the other party.
- 20.3. The Parties acknowledge and agree that they will not seek to bind the other Party other than with the prior written consent of the other Party.

21. ASSIGNMENT

- 21.1. The Governing Documents shall apply to the signing Parties only, and no type of assignment may be done by either party, without the previous written consent of the other party.
- 21.2. In the event of bankruptcy, merge, purchase or other legal conventions with third parties, the other party must be fully informed of such event or programmed event in writing.

22. WAIVER AND SEVERABILITY

- 22.1. The failure of any Party hereto to exercise any rights under they may be entitled to under the Governing Documents shall not constitute or be construed as a waiver or forfeiture of such rights or a waiver or forfeiture of such rights in the future.
- 22.2. In the event that any provision of these Terms is held to be invalid or unenforceable by a court or tribunal of competent jurisdiction for any reason, the remaining provisions of these Terms will remain in full force and effect.

23. FORCE MAJEURE

- 23.1. Any delays of the interpretation of provisions or of the performance in relation to any obligations, commitments or duties of WhyQ which derive from this Agreement shall not be construed as a breach and/or infringements of the terms and conditions determined herein, provided that the delay is caused by legal disputes, earthquake, war, flood, shortage of materials, tornados and/or hurricanes, fire or any other event which is not in the reasonable control of WhyQ. If these events were to occur, WhyQ shall notify the Clients of such event using reasonable methods available to them and reassume the performance and solve the delays when reasonably possible.
- 23.2. Client understands and acknowledges that this Clause may influence the Service Level Agreement to some degree, however WhyQ intends to

24. ENTIRE AGREEMENT

- 24.1.** This Agreement and the Governing Documents in general contain the entire understanding of the Client and WhyQ and shall supersede all prior understandings of the parties hereto relating to the subject matter hereof.
- 24.2.** This provision shall apply also to offers and quotes previously sent to client, unless specified differently in Schedule 1.

25. GOVERNING LAW AND JURISDICTION

- 25.1.** Both Parties agree that the covenants contained in the terms and conditions of this Agreement shall be interpreted and governed by the laws of New South Wales and the Commonwealth of Australia. Each Party hereto voluntarily and willingly submits to the exclusive jurisdiction of the courts operating in New South Wales.

In case of any further explanation or feedback kindly contact us at:

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