

# **ADLForms CLIENT LICENSE AGREEMENT, Terms & Conditions**

## **1. INTERPRETATION AND DEFINITION**

In this Agreement, unless the context otherwise requires, words importing the singular number shall include the plural and vice versa and words importing the masculine gender include all other genders and the following words shall bear the meanings set out hereunder - 'registered user' means a Client who or which has been accepted by the ADL Software, in accordance with clause 2 of this Agreement, as a registered user.

'ADL' means ADL Software Pty Ltd.

'ADLForms' means the electronic forms program used to print forms and the service provided, including the separate program ADLInspect and its associated service.

'Office' means a premises or site in one geographical location only.

The headings in this Agreement are for convenience of reference only and shall not affect the interpretation thereof.

This Agreement supersedes all prior negotiations, agreements and arrangements with respect to the subject matter contained in this Agreement.

Upon the Client's commencement of use, or continuation of use, of the ADLForms application the Client acknowledges their acceptance of the terms of this Agreement.

## **2. REGISTRATION AND DURATION**

This Agreement will commence upon receipt by ADL, of the Application by the Client to be a registered user and will continue thereafter for the period agreed to and provided for by ADL in the Client's registration details. ADL shall record the Client as a registered user of ADLForms; supply the Client with Download & Installation Instructions, an ADLForms Registration Code for the Client's use of ADLForms and make available to the registered user any upgrades during the term of the Agreement. The Client shall be entitled to unlimited use of ADLForms for the duration of the Agreement, for the one Office for which the license is granted.

A Registration is for one Office only, and if the Client has more than one Office and produces forms for more than one Office, each Office must pay a separate Registration fee.

Cancellation during the term of this Agreement will be permitted where ADL is unable to successfully provide the ADLForms service.

## **3. LIMITATION OF LIABILITY**

The Client acknowledges ADL provides forms for general real estate use and in so doing gives no warranty (express or implied) as to the suitability of forms for particular use. Before using the forms a thorough understanding is necessary and where appropriate, legal advice should be obtained. ADL shall not be liable under or in connection with this Agreement for any actual, incidental, contingent, punitive, special or consequential damages or loss of profits or revenues arising directly or indirectly from or out of the incorrect or unsuitable use of ADLForms by the Client. ADL is not providing legal or professional advice.

## **4. ADL SUPPORT**

ADL support will be available from Monday to Friday (excluding Public Holiday's) between the hours of 9:00am and 5:00pm (Eastern Standard Time and Daylight Savings Eastern Standard Time). During these hours of operation the Client shall be entitled to contact the ADL support desk for support limited to the use of the ADLForms software which does not include data entry. The Client acknowledges that any issues arising outside these times will not be addressed until the ADL support desk is next attended.

In providing remote technical support in accordance with this License Agreement ADL and/or its technicians do not collect data from your computer unless by your express permission and then only where the data is required for ADL technicians to do in-house program debugging.

## **5. FORMS DATA**

As the ADLForms software is a client-based service (not web-based) ADL does NOT and will NOT store or backup forms information nor copy or transfer such information without specific agreement between ADL and the Client.

It is the Client's responsibility to safeguard its own data and information in respect to ADLForms (ie. Client's saved forms and form definition files supplied by ADL). All Client files should be regularly backed up, in particular, files with extensions of .fm, .frm, .fmt, .lst, .cbl, .pdf and all image files provided or generated by ADLForms. ADL will not be liable for any loss of information or computer/technical failure.

## **6. PROPERTY RIGHTS**

The Client acknowledges that ADL is the absolute owner or the licensee of all property rights including intellectual property rights in the software and data comprising ADLForms. The Client agrees that they acquire no property rights in the software, data or information provided to them pursuant to this Agreement.

## **7. RESTRICTIONS ON USE**

The Client agrees that ADLForms information & forms supplied to them pursuant to this Agreement shall be solely for the use of the Client in their business for the Office specified in their registration details and must be used in accordance with directions included in such information and forms, in accordance with all appropriate legislation.

## **8. PERSONAL INFORMATION**

The Client agrees that ADL may maintain and use, in accordance with the ADL Privacy Policy, the Client's Personal Information, recorded on the Client's registration to assist ADL in providing its services to the Client.

The Client authorises ADL to collect & collate usage statistics in relation to any ADL product or service utilized under this Agreement, subject to the provisions of the *Privacy Act 1988*.

## **9. UPDATES**

ADL will provide, in respect to this Agreement:

- (a) updates to *ADLForms* and provided forms as required, from time to time, via the internet
- (b) a full schedule of forms changes history available on the ADL website.

*ADLForms* requires an active Internet connection for ADL to be able to meet its commitment under Item 9(a) above (ie. *ADLForms* must be able to connect to the Internet, for the purpose of downloading relevant software and forms updates, whenever it is executed by the Client on any computer). It is the Client's responsibility to ensure that such active Internet connection is made available to *ADLForms*. This requirement applies to all computers where the Client installs *ADLForms*.

The Client will ensure that a current email address is provided to ADL at all times so that ADL may advise the Client of any relevant changes to their services.

## **10. FORMS USAGE**

The Client should seek their own professional advice and/or training in respect to the completion and use of the forms made available through the *ADLForms* software.

## **11. INDEMNITY**

The Client agrees to indemnify and keep indemnified ADL from and against all actions, demands and proceedings whatsoever and howsoever arising which may be brought or made against ADL by any person who claims loss or damage, arising out of -

- (a) the Client's breach of this Agreement or any omission or failure to perform under the terms of this Agreement, or any claim made directly against ADL by a customer or client of the Client; or
- (b) the Client's failure to maintain regular upgrades provided and take into account forms changes as advised by *ADLForms* as such upgrades and changes become available.

The *ADLForms* suite of forms and contracts are prepared and reproduced by ADL Software using all reasonable care. ADL Software design or reproduce forms and contracts in electronic format and gives no warranty as to the suitability of these forms for use in the Client's business. Legal advice as to their suitability should be obtained by the Client.

Documents produced, using *ADLForms*, are regularly updated by ADL Software. Hard copies of original documents printed by the Client should be retained for legal purposes.

## **12. VARIATION**

During the term of this Agreement the Terms & Conditions may only be varied by agreement between the parties. Any renewal of this Agreement for a further registration term will be subject to the parties agreeing to the terms of the then current Client *ADLForms* License Agreement. Current Client *ADLForms* Licence Agreement terms and conditions will be published on the ADL website.

## **13. THIS AGREEMENT**

The User Instructions or any other material provided from time to time by ADL to the Client in connection with *ADLForms* provided pursuant to this Agreement shall be read in conjunction with this Agreement, however the terms and conditions of this Agreement shall prevail in the event of any actual or implied inconsistency with, or ambiguity in, such Manual or other materials. In all other respects the parties hereto confirm that this Agreement comprises the totality of the agreement between the parties and no terms and conditions, warranties, representations or inducements - other than those implied or stated by law or stated in this Agreement - are applicable or are to be relied upon.

ADL may at any time assign or otherwise deal with its rights and obligations under this agreement. The Client must not assign or otherwise deal with its rights or obligations under this agreement without prior written consent of ADL, which consent will not be unreasonably withheld.

## **14. SEVERABILITY**

If any provision of this Agreement is held invalid or unenforceable for any reason, this Agreement shall remain otherwise in full force and effect apart from such provision which shall be deemed deleted.

## **15. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State or Region where *ADLForms* is being used.

## **16. WAIVER**

No right under this Agreement shall be deemed to be waived except by notice in writing signed by each party.

# ADL SOFTWARE PRIVACY POLICY

## About ADL Software (ADL)

ADL delivers services and products to a wide range of clients. In doing so it produces and sends out direct marketing materials relating to the services it is able to offer. ADL also produces and sends out update & news materials to prospective and existing clients.

## Australian Privacy Principles (APP)

Principles set out in the *Privacy Act 1988 (CTH)* with the object of insuring entities with access to personal information manage personal information in an open and transparent way.

## What is “personal information”?

Personal information is any information about you that identifies you or information by which your identity can be reasonably determined as well additional information required by ADL for user registration purposes and any records of ADL’s dealings with you.

## Collecting personal information

The collection of your personal information is necessary for ADL to be able to provide you with our services.

We collect personal information for the purposes of:

- providing our services to you as a registered client; and
- giving you the option of receiving our publications

If we do not collect and make use of your personal information, we are unable to provide you with our services. Generally we collect your personal information directly from you in the course of our relationship with you. Information about you must only be collected by lawful and fair means and will only be used for the purposes of this agreement.

Registering as an ADL Client grants ADL permission to collect your personal information from yourself and use it as required by ADL (Refer Client ADL *Forms License Agreement*). Information may also be collected from you on a day to day basis for the purposes of providing you with our services now or in the future.

Any personal information received by ADL, provided by you or not provided by you, will be treated in accordance with the APP.

No matter how your personal information is collected it is dealt with by ADL in accordance with this Privacy Policy.

## Direct marketing

From time to time we may use your personal information to provide you with information about our products and services. If you are not a registered client, or do not want to receive any of this information, just contact us by phone or email. Once you have advised you no longer wish to receive information about our products or services ADL will not send you further material. You can change your mind about receiving information about our products and services at any time. ADL does not disclose your personal information to a party outside ADL unless by expressed permission of the Client.

## Dealing with us anonymously

You have the option of not identifying yourself unless by law you are required to do so or it is impracticable not to. If you enquire about our products you do not need to provide your personal details.

## Disclosure of your personal information

ADL may disclose your personal information in certain circumstances. Sometimes we are required or authorised by law to disclose your personal information. We may also disclose your personal information where you have consented to us doing so. This may be done in writing or verbally. The APP require a written note to be made of such disclosure and use.

## Information is up-to-date

It is important that the personal information we collect from you is accurate, complete and up-to-date. You can contact us at any time to access or update your personal information or to tell us that the information we hold about you is inaccurate or incomplete.

## Personal information security

ADL takes all reasonable precautions to safeguard your personal information from loss, misuse, unauthorised access, modification or disclosure. For example by:

- storing collected information on our secure internal servers
- restricting access to personal information
- maintaining and testing technology to prevent unauthorised computer access

When your personal information is no longer required it is deleted from our systems in a secure manner. You may request access to any of your personal information ADL holds.

## Complaints

**If you have any complaints regarding how ADL may have collected or used your personal information, please do not hesitate to contact us so that we may promptly remedy the situation.**

## Contacting ADL

ADL Software can be contacted in any of the following ways:-

Phone: (07) 3367 1982

Email: [admin@adlsoftware.com](mailto:admin@adlsoftware.com)

For further information about ADL or a copy of this Privacy Policy you may visit our website at [www.adlsoftware.com](http://www.adlsoftware.com)