

CONFIDENTIAL

365 BUSINESS PTY LTD

Level 19, AMP Place,
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DIY-ERP.COM
365BUSINESS.COM.AU

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2026-2027

DIY-ERP EULA

(END USER LICENSE AGREEMENT)

365 BUSINESS

GETTING YOU HOME ON TIME



DIY-ERP

365 BUSINESS

GETTING YOU HOME ON TIME

Trading as



EULA (END USER LICENCE AGREEMENT)

BETWEEN

365 Business Pty Limited (365BUSINESS) / DIY-ERP (DIY-ERP)

ABN: 92 621 748 516

ACN: 621 748 516

AND

(Client)

ABN:

ACN:

By using the software, you accept these terms. If you do not accept them,
do not use the DIY-ERP and uninstall any DIY-ERP related software immediately.

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LICENCE TERMS

This End User Licence Agreement (“Agreement”) is a legal agreement between you (“End User” or “you” or “Client”) and **365BUSINESS Pty Limited (ACN 125 767 419)** (“Company,” “we,” “us,” or “our”) for the use of the DIY-ERP software, including any associated media, printed materials, online or electronic documentation, and any updates or upgrades provided by the Company (collectively, the “Software”).

By using, installing or downloading the Software, you agree to be bound by the terms and conditions of this Agreement. If you do not agree to these terms, you may not download, install, or use the Software and all its components and related media must be removed immediately.

Definitions

1. In this license agreement, the following terms have the **meanings** set out herein:

BC means Microsoft Dynamics 365 Business Central ERP software developed by Microsoft (often referred to as Business Central or BC). A comprehensive, cloud-based ERP solution designed for medium, large, multi-national, and small businesses alike to manage finances, operations, sales, and customer service in one unified platform.

Business Day means any day other than a Saturday, Sunday or public Holiday;

Client means the company or “end user” or “you” specified as a party to this agreement
Claim includes, in relation to a person, a demand, claim, action, dispute or proceeding made or brought by or against the person/entity, however arising and whether present, unascertained, immediate, future or contingent.

Commencement Date means the date on which this Agreement comes into effect.

Confidential Information means information that:

- (a) Is by its nature confidential;
- (b) Is marked as confidential;
- (c) Is known to be confidential or that a Party ought to have known was confidential; or
- (d) Relates to the business interests of either Party and includes Clientele, staff, salary and wage information, business strategies, business processes, procedures, documentation, product sources, supply costs, fees, charge out rates and finished product pricing information;

but does not include information that:

- (i) Is or becomes public knowledge other than by a breach of this these terms and conditions or by any other unlawful means;
- (ii) Is in the possession of a Party prior to its disclosure by the other Party without any breach of an obligation of confidence;
- (iii) Has been independently developed or acquired by a party; or
- (iv) Is required to be released by law.

DIY-ERP means all IP and Materials, Deliverables, Software, and assets developed by 365BUSINESS supporting the Product, Implementation Toolkit, Productivity Toolkit, and associated Software, training and implementation IP, and the Microsoft Dynamics 365 Business Central configurations/packs/products and IP developed by 365BUSINESS for Business Central Implementations, and all DIY-ERP related materials developed by 365BUSINESS.

Deliverable means any tangible or intangible output produced by 365BUSINESS for the Client as part of the Services, including but not limited to:

- (a) Software applications, configurations, customizations, extensions, or modules;
- (b) Implementation of the Implementation Toolkit or Productivity Toolkit;
- (c) Code, scripts, or algorithms;
- (d) Reports, dashboards, or analytical tools;
- (e) System architectures or technical designs;
- (f) Data migrations or integrations;
- (g) Documentation, training materials, or user guides;
- (h) Configuration specifications or settings;
- (i) any other output specified in the applicable Scope of Work or Service Request; that 365BUSINESS is required to deliver to the Client in accordance with the agreed Scope of Work, or other requirements under the contract between 365BUSINESS and the Client.

Deliverable Specification means the technical or descriptive specifications of functional, operational, performance or other characteristics required of a Deliverable;

Document includes:

- (a) Any paper or other material on which there is writing;
- (b) Any paper or other material on which there are marks, figures, symbols or perforations having a meaning for persons qualified to interpret them;
- (c) Any article or other material from which sounds, images or writings are capable of being reproduced with or without the aid of any other article or device; or
- (d) A piece of text or text and graphics stored electronically as a file for manipulation by document processing software.

Documentation means any Document provided by 365BUSINESS to the Client whether in hard copy, electronically or in an online format.

Error means a fault, defect, deficiency or malfunction that causes the relevant Deliverable not to meet the Deliverables Specification (where specified) or that prevent or impair the operational use of the software, excluding where any of the aforementioned is caused by:

- (a) issues resulting from Client's misuse or improper use of the Deliverable;
- (b) issues with, or caused by the Client Materials;
- (c) issues arising from modifications made by Client or third parties not authorised by 365BUSINESS;

- (d) issues in third-party software not developed by 365BUSINESS; or
- (e) cosmetic issues that do not materially impair functionality or usability.

Fixed Term Licence means the licence for the Implementation Toolkit that is paid for in full in advance, for a period of 2 years, unless agreed otherwise.

Fixed Term Licence Fee means the up-front licence fee payable for the use of the Implementation Toolkit

Implementation Toolkit means the Product developed to implement BC using the DIY-ERP methodology, by either 365BUSINESS directly, by any accredited Implementation Partner, or by the Client directly (where applicable) and all associated IP related to the delivery and implementation of the DIY-ERP products and services, developed by 365BUSINESS.

Implementation Partner/Partner means a Microsoft Dynamics 365 Business Central Implementation Partner officially accredited by 365BUSINESS for the Implementation Toolkit;

IP, Intellectual Property and Intellectual Property Rights means all intellectual property created, owned or licensed by 365BUSINESS and include, but are not limited to:

- (a) All rights in and to any patents, inventions and discoveries, configurations, registered trade marks and the right to take action to prevent the unauthorised use of unregistered trade marks; registered and unregistered designs; copyright; domain names and business names; confidential information, trade secrets and;
- (b) The computer software to be licensed to the Client together with any custom written applications of processes provided by 365BUSINESS as part of the Products;
- (c) Any application or right to apply for registration of any of the rights referred to in paragraphs (a) and (b) herein; and
- (d) All rights of a similar nature to any of the rights in paragraphs (a) and (b) that may subsist in Australia or elsewhere; whether or not such rights are registered or capable of being registered or not;

Partner means a certified DIY-ERP Implementation Partner authorised by 365BUSINESS.

Product(s) means to the Software, Deliverables and Documentation developed by the Company under the DIY-ERP brand, together with all improvements, modifications, additions, enhancements and extensions thereof, including but not limited the DIY-ERP Implementation Toolkit, the DIY-ERP Productivity Toolkit, and any other DIY-ERP Software Products developed in the future by the Company for BC and Related technologies.

Productivity Toolkit means the software licensed on a subscription licence basis and contains many apps within the one app, including features such as; 'DIY-ERP Employee Expense Management', 'DIY-ERP Advanced Manufacturing', 'DIY-ERP Advanced Warehousing and Shipping', 'DIY-ERP Intercompany Productivity', 'DIY-ERP Asset Maintenance', 'DIY-ERP Inventory Productivity', 'DIY-ERP Accounts Receivable Productivity', 'DIY-ERP Accounts Payable Productivity', 'DIY-ERP Finance Productivity', 'DIY-ERP Document Management', 'DIY-ERP BC Utilities' and many more apps.

Software means the DIY-ERP software programs, apps, extensions, connectors and tools developed by the Company, designed for Partners and Clients to more easily implement and maintain BC.

Subscription Licence Fee means the monthly/annual/periodic fee that is payable by the Client to subscribe to the use of DIY-ERP Subscription Licence Products, such as the DIY-ERP Productivity Toolkit.

Subscription Licence means the licence for Products other than the DIY-ERP Implementation Toolkit, where the software is licensed on a monthly subscription basis.

Interpretation

2. In construing this license agreement and these terms and conditions:-

- 2.1. The singular includes the plural and vice versa;
- 2.2. One gender includes all genders, including the neutral gender;
- 2.3. The word “including” and other forms of the same word are not words of limitation;
- 2.4. If a word or phrase is defined, any other grammatical form of that word or phrase has corresponding meaning;
- 2.5. If any right, duty or obligation binds more than one party, it binds them jointly and severally;
- 2.6. If there is any discrepancy between an amount that is stated in words and in figures, the amount stated in words will prevail;
- 2.7. A reference to a Party is a reference to 365BUSINESS or to the Client;
- 2.8. A reference to “Parties” is a reference to both to 365BUSINESS and the Client;
- 2.9. A reference to an Act of Parliament includes that Act, any subordinate legislation, regulations or other instrument made under it and also includes that Act as amended from time to time and any similar Act of Parliament, regulation that might be enacted in replacement of that Act or any provision thereof;
- 2.10. A term of this Agreement must not be construed to the disadvantage of a Party merely because that Party was responsible for the preparation of the licence agreement or the inclusion of the term in it.
- 2.11. Grant of Licence

3. 365BUSINESS grants to the Client a non-exclusive, non-transferable, revocable licence to use the Products in accordance with this Agreement, and any other terms agreed between the parties, for the Client’s internal business purposes.
4. The Client must comply with any technical limitations in the Software that allow it to be used in certain ways.

5. Nothing in this Agreement conveys any ownership in the Products to the Client.
6. The licence granted to the Client is either a Fixed Term Licence or Subscription Licence, subject to the nature of the Products.
7. The Client must not:
 - 7.1. use the Products for any purpose or in any manner other than as set out in clause 3;
 - 7.2. use the Products in any way that could damage the reputation of 365BUSINESS, or the goodwill or other rights associated with the Products;
 - 7.3. attempt to circumvent any technical limitations of the Software;
 - 7.4. permit any third party to use the Products other than as permitted by this Agreement;
 - 7.5. permit any person to link to any page containing any part of the Software (including via a hyperlink or RSS feed) without 365BUSINESS' written consent;
 - 7.6. transfer the Products, whether permanently or temporarily to any other person;
 - 7.7. Use the Software for commercial Software hosting services;
 - 7.8. Uninstall the Software and install it on another computer or device, unless approved by 365BUSINESS in writing;
 - 7.9. Allow the Software to be demonstrated to any other person, including any other 365BUSINESS competitor or Microsoft partner;
 - 7.10. Share this licence between devices, unless otherwise agreed;
 - 7.11. reproduce, attempt to correct errors to or otherwise modify or adapt the Products or create any derivative works based upon the Products;
 - 7.12. de-compile, disassemble or otherwise reverse engineer the Products or permit any third party to do so; or
 - 7.13. modify or remove any copyright or proprietary notices on the Products.

Term of the Licence

8. Fixed Term Licence Duration:
 - 8.1. The licence for the DIY-ERP Implementation Toolkit is valid for a period of two (2) years from the date of installation, unless otherwise specified in writing in the Scope of Works or other formal agreement between the parties.

- 8.2. Not less than sixty (60) days prior to the expiration of the Fixed Term Licence, the Client must advise 365BUSINESS whether it wishes to extend the licence. Any agreed renewal shall, unless otherwise agreed in writing, be on the same terms and conditions as originally agreed.
- 8.3. If the Client does not provide the notice required by clause 8.2, the Fixed Term License shall terminate upon the expiry of the 2-year period.
- 8.4. For any renewal of a Fixed Term Licence, 365BUSINESS shall provide the Client with a written notice of any change in the license fee not later than sixty (60) days prior to the commencement of the new term.
- 8.5. Upon expiration of the Fixed Term License without renewal, the Client must immediately cease using the DIY-ERP Implementation Toolkit and allow 365BUSINESS to remove the software from the Client's systems.

9. Subscription License Duration

- 9.1. The Subscription Product Licence for products such as the DIY-ERP Productivity Toolkit remains valid for as long as the Client continues to pay the applicable Subscription Licence Fee in accordance with this Agreement.
- 9.2. Subscription fees are due on the first day of each subscription period (monthly, quarterly, or annually as agreed).
- 9.3. Subscription Licence automatically renews for subsequent periods of the same duration unless:
 - 9.3.1. Either party provides written notice of non-renewal at least thirty (30) days before the end of the current subscription period; or
The subscription is terminated earlier in accordance with the terms of this Agreement.
- 9.4. 365BUSINESS may modify the subscription fees for any renewal period by providing written notice to the Client at least sixty (60) days prior to the commencement of the renewal period.
- 9.5. If the Client fails to make timely payment of the subscription fees:
 - 9.5.1. 365BUSINESS may suspend the Client's access to the subscription products after ten (10) days' written notice;
 - 9.5.2. If payment remains outstanding for two (2) consecutive months, 365BUSINESS may terminate the Subscription Licence and the Client must remove all subscription Products from its systems.
- 9.6. The term of the Subscription Licence continues notwithstanding any suspension under clause 9.5 and the Client is not entitled any refund for loss of access to the Products as a result.

- 9.7. Upon termination of a Subscription Licence for any reason, the Client must immediately cease using the subscription products and permit 365BUSINESS to verify such cessation.

10. General Duration Provisions

- 10.1. Neither the Fixed Term Licence nor the Subscription License transfers ownership of the Software to the Client.
- 10.2. Both licence types are subject to the Client's continued compliance with the terms of this Agreement.
- 10.3. 365BUSINESS reserves the right to verify compliance with the licence terms through audits upon reasonable notice.
- 10.4. Either licence type may be terminated earlier in accordance with the termination provisions in this Agreement.
- 10.5. If the term of this licence is renewed, whether by agreement or by operation of clause 9.3 herein, the extended term will be on the same terms and conditions as set out herein except to the extent that they are varied by mutual agreement.

365BUSINESS' OBLIGATIONS

11. Software Delivery and Installation

- 11.1. 365BUSINESS will make the Software available to the Client for download or will install the Software on the Client's authorised systems as specified in the applicable order documentation.
- 11.2. 365BUSINESS will ensure that the Software is set up and deployed according to 365BUSINESS's deployment standards for the relevant Product.
- 11.3. 365BUSINESS will take a backup copy of the Software after it has been deployed for verification purposes.

12. Documentation and Training

- 12.1. 365BUSINESS may on its own, or through the designated Partner, provide appropriate documentation to the Client to enable proper use of the Software.
- 12.2. 365BUSINESS will make available standard training materials related to the Software's functionality.
- 12.3. Additional training beyond standard materials may be provided at 365BUSINESS' standard rates.

13. Support and Maintenance

- 13.1. 365BUSINESS will provide Software Support in accordance with the service level (Standard or Premium) selected by the Client.
- 13.2. 365BUSINESS will use commercially reasonable efforts to correct verified and reproducible Errors in the Software reported by the Client according to the applicable SLAs.
- 13.3. 365BUSINESS's support obligations do not extend to problems caused by:
 - 13.3.1. Client's hardware or third-party software not provided by 365BUSINESS;
 - 13.3.2. use of the Software in a manner inconsistent with the documentation;
 - 13.3.3. modifications to the Software not made or authorized by 365BUSINESS; or
 - 13.3.4. Client's failure to implement reasonable recommendations from 365BUSINESS regarding solutions to Errors.

14. Warranty and Representation

- 14.1. 365BUSINESS warrants that it has the right to license the Software to the Client.
- 14.2. Other than as expressly stated in this Agreement, the Software is provided "as is" without any additional warranties.

THE CLIENT'S OBLIGATIONS

15. Licence Compliance

- 15.1. The Client shall use the Software only in accordance with this Agreement and the Documentation provided by 365BUSINESS.
- 15.2. The Client shall ensure that all users of the Software comply with the terms of this Agreement.

16. Payment Obligations

- 16.1. **For Fixed Term License Products:** The Client must pay the Fixed Term Licence Fee in full before the Software is installed.
- 16.2. **For Subscription Products:** The Client must pay the Subscription Licence Fees in advance of each subscription period, no later than the day before the subscription period commences.
- 16.3. The Client shall pay all invoices from 365BUSINESS or the Partner within seven (7) days of the invoice date.

- 16.4. If the Client disputes any invoice, it must notify 365BUSINESS within seven (7) days of receipt, specifying the disputed amount and the basis for the dispute. The Client must pay any portion of the invoice not in dispute.
- 16.5. The Client shall be responsible for all taxes associated with the Products, excluding taxes based on 365BUSINESS's net income.

17. Access and Cooperation

- 17.1. Where the Software is installed on Client hardware, the Client must allow 365BUSINESS or the Partner reasonable access to its premises, systems, and personnel as necessary for 365BUSINESS to fulfill its obligations under this Agreement.
- 17.2. The Client shall designate qualified personnel to act as liaison with 365BUSINESS or the Partner for support and implementation matters.
- 17.3. The Client shall provide timely responses to 365BUSINESS' or the Partner's requests for information or approvals.
- 17.4. The Client shall implement and maintain reasonable security measures to prevent unauthorised access to or use of the Software.

18. System Requirements and Compatibility

- 18.1. The Client shall ensure that its systems meet the minimum technical requirements specified by 365BUSINESS or the Partner for the Software.
- 18.2. The Client is responsible for providing and maintaining all hardware, operating systems, and third-party software necessary to run the Software.
- 18.3. The Client shall install updates and upgrades to the Software as recommended by 365BUSINESS within a reasonable timeframe.

19. Confidentiality

- 19.1. The Client shall treat the Products and related Documentation as 365BUSINESS's Confidential information.
- 19.2. The Client shall not disclose the Confidential Information or other commercial terms of this Agreement except where the disclosure is required:
 - 19.2.1. By law;
 - 19.2.2. To comply with any applicable stock-exchange rules;
 - 19.2.3. To obtain legal or accounting advice in relation to this license agreement, including in relation to these terms and conditions;

- 19.2.4. To enforce the contract between 365BUSINESS /Partner and the Client, including enforcing these terms and conditions or any of them;
 - 19.2.5. To defend any proceedings brought to enforce license agreement, including in relation to these terms and conditions or any of them;
 - 19.2.6. To be made to a bank or other financial institution of a Party to the extent required to raise funds or to maintain compliance with credit arrangements if such bank or financial institution first gives a binding covenant to the other Party that it will maintain confidentiality in form and substance satisfactory to the other Party;
- 19.3. The Client shall promptly notify 365BUSINESS of any actual or suspected unauthorised use of the Software.

INTELLECTUAL PROPERTY

20. The Client shall follow any direction issued by 365BUSINESS in relation to the use of any Intellectual Property including directions as to operational standards and system implementation.
21. 365BUSINESS owns, or is otherwise entitled to license, all Intellectual Property in:
- 21.1. the Products provided by 365BUSINESS;
 - 21.2. all software, configurations, customisations, and extensions created by 365BUSINESS;
 - 21.3. the Product, Implementation Toolkit, Productivity Toolkit, and all related materials;
 - 21.4. any modifications, improvements, or derivatives of the foregoing; and
 - 21.5. any other materials created by 365BUSINESS in connection with this Agreement and the Products provided.
22. Unless expressly stated otherwise in writing, nothing in this Agreement transfers any Intellectual Property Rights in the Products from 365BUSINESS to the Client. The Client does not acquire or obtain any proprietary rights other than its rights as a licensee of the Intellectual Property pursuant to this Agreement.
23. For Intellectual Property specifically developed for the Client and explicitly identified in writing as "Work Made for Hire", and paid for in full by the Client, the Company shall own the Intellectual Property Rights in such custom developments, and grants the Client a licence to use these works for the term of this Agreement, or as otherwise agreed.

Licence To the Client

24. Subject to the Client's compliance with this Agreement, and payment of all applicable fees, 365BUSINESS grants to the Client a non-exclusive, non-transferable, revocable licence to:
- 24.1. use the applicable Products for the Client's internal business purposes in accordance with the Documentation; and
 - 24.2. make a reasonable number of copies of the Documentation for internal use, subject to the licence terms expressed in this Agreement.
25. The Client must not:
- 25.1. modify, adapt, alter, translate, or create derivative works of the Products except as expressly permitted in writing by 365BUSINESS;
 - 25.2. reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or underlying algorithms of any Deliverable or Product;
 - 25.3. remove, alter, or obscure any proprietary notices, labels, or marks on the Deliverables, Products, or Documentation;
 - 25.4. Do any act or thing that will result in the validity or distinctiveness of the Intellectual Property to be changed, damaged or devalued in any way;
 - 25.5. Use the Intellectual Property other than in the normal operation of the Client's business and in accordance with this Agreement;
 - 25.6. Do, permit or suffer any matter, act or thing that might damage 365BUSINESS's reputation, including any of its employees, servants or agents or the Intellectual Property;
 - 25.7. Lend, copy or reproduce in any manner or form, either fully or in part, any part of the Intellectual Property except:-
 - (a) As permitted by these terms and conditions;
 - (b) As reasonably necessary to exercise any rights under pursuant to these terms and conditions or to defend any proceedings brought against it;
 - (c) With 365BUSINESS's written consent;
 - 25.8. Attempt to register or cause the registration of any Intellectual Property under the provisions of any law, whether in Australia or in any other part of the world;
 - 25.9. Attempt to or transfer or assign the EULA otherwise than in accordance with these terms and conditions;
 - 25.10. Allow any other person, organisation, company or business to access or decipher, decrypt or reverse engineer any Intellectual Property.

25.11. Use trade marks and names that resemble the trade marks and names belonging to 365BUSINESS

25.12. To avoid doubt, the provisions of this clause 29 survive termination of the contract between 365BUSINESS and the Client.

Client Materials

26. The Client grants to 365BUSINESS a non-exclusive, worldwide, royalty-free license to use, reproduce, and modify the Client Materials.

Feedback and Improvements

27. If the Client provides any feedback, suggestions, or recommendations regarding the Products, ("Feedback"), 365BUSINESS may use such Feedback without restriction and without obligation to the Client.
28. The Client acknowledges that 365BUSINESS may independently develop improvements, enhancements, or modifications to the Products that may be similar to or based on Feedback provided by the Client. The Client agrees that 365BUSINESS shall own all such improvements, enhancements, or modifications.

Infringement Claims

29. If the Products become, or in 365BUSINESS's opinion are likely to become, the subject of a claim of infringement, 365BUSINESS may, at its option and expense:
- 29.1. procure for the Client the right to continue using the Products;
 - 29.2. replace or modify the Products to make them non-infringing while maintaining substantially equivalent functionality; or
 - 29.3. if options (a) and (b) are not commercially reasonable, terminate the license for the affected Products and refund the fees paid for such Products , prorated over a 36-month period from the date of delivery.
30. 365BUSINESS will have no liability for any infringement claim to the extent that it arises from:
- 30.1. use of Products in combination with other products or services not provided by 365BUSINESS;
 - 30.2. modification of the Products by anyone other than 365BUSINESS;
 - 30.3. the Client's failure to use updated or modified versions of the Products provided by 365BUSINESS;
 - 30.4. compliance with the Client's specifications or directions; or

30.5. use of the Products in a manner not permitted under this Agreement.

31. The Client expressly acknowledges the importance of the Intellectual Property to 365BUSINESS's business, its operations and activities. In addition to any other legal or equitable remedies that might be available to it, 365BUSINESS is entitled to injunctive or other relief against the Client, including its employees, servants or agents, to enforce these terms and conditions to prevent the unauthorised use of any Intellectual Property or to protect 365BUSINESS's Intellectual Property rights. In relation to any proceedings brought against it for injunctive relief, the Client hereby irrevocably agrees and consents to such relief being granted.

The provisions of this Intellectual Property Rights section shall survive the termination or expiration of this Agreement.

CONFIDENTIALITY AND PRIVACY

Confidentiality

32. Subject to clause 38 herein, 365BUSINESS will use Confidential Information obtained from the Client only for the purposes of supplying its Products to the Client and in performing its obligations pursuant to these terms and conditions. 365BUSINESS is entitled to disclose such Confidential Information to its employees, servants or agents who need to know such information so as to be able to provide 365BUSINESS Products to the Client. 365BUSINESS is to direct any employees, servants or agents to whom it discloses such Confidential Information to keep such information confidential.
33. Subject to clause 38 herein, the Client must not, without the prior written approval of 365BUSINESS, disclose to any person other than 365BUSINESS, any Confidential Information, including that which relates to these terms and conditions. In giving written approval 365BUSINESS may impose such terms and conditions, as it thinks fit.
34. The obligations of confidentiality contained in clauses 36 and 37 herein do not apply if the disclosure of the Confidential Information is required:-
- (a) By law;
 - (b) To comply with any applicable stock-exchange rules;
 - (c) To obtain legal or accounting advice in relation to 365BUSINESS's contract with the Client, including in relation to these terms and conditions;
 - (d) To enforce the contract between 365BUSINESS and the Client, including enforcing these terms and conditions or any of them;
 - (e) To defend any proceedings brought to enforce the contract between 365BUSINESS and the Client, including in relation to these terms and conditions or any of them;
 - (f) To be made to a bank or other financial institution of a Party to the extent required to raise funds or to maintain compliance with credit arrangements if such bank or financial institution first gives a binding covenant to the other Party that it will maintain confidentiality in form and substance satisfactory to the other Party;

- (g) To be made to a subcontractor or related corporation of 365BUSINESS (as that term is defined in the Corporations Act 2000 (Cth)) where 365BUSINESS reasonably considers such disclosure to be necessary to enable it to properly perform its obligations pursuant to these terms and conditions;

- 35. The obligations pursuant to clauses 36 to 38 survive termination of the contract between 365BUSINESS and the Client.

Privacy

- 36. 365BUSINESS will, in the course of providing the Products:

- 36.1. comply with the Privacy Act 1988 (Cth) and any other applicable privacy laws;
- 36.2. comply with the terms of its Privacy Policy, that is made available at www.diy-erp.com/privacy-policy ; and
- 36.3. not do any act, engage in any practice, or omit to do any act or engage in any practice that would cause you to breach any Australian privacy law.

NON-PAYMENT

- 37. If the Client fails to pay the licence fee payable for the Products as and when it is due and payable, then:

- 37.1. 365BUSINESS may terminate or suspend the licence, by notice in writing or via email, and the remainder of the subscription is to be paid to 365BUSINESS in full.
- 37.2. Where the Client fails to pay the Subscription Licence Fee within three (3) days of falling due, 365BUSINESS reserves its right to suspend the access to the Products.
- 37.3. Following suspension, access to the Products may be reinstated upon full payment of the Subscription Licence Fee.
- 37.4. Any such suspension of access to the Products by 365BUSINESS does not relieve the Client from its obligation to pay any further amounts payable pursuant to these this Agreement. Upon receipt of this notice, the Client must immediately cease using the Software;
- 37.5. Upon any termination/suspension of the licence, 365BUSINESS may remotely access the Client's tenant and remove the Software from the Client's computer or other devices.
- 37.6. The CLIENT shall pay 365BUSINESS' costs of such removal pursuant to 365BUSINESS' Standard Charge Rates
- 37.7. If, following a suspension of the licence for non-payment and the consequent removal of the Software from the Client's computer or other devices, the CLIENT pays the amount owing, 365BUSINESS may reinstall the Software as soon as reasonably practicable. The CLIENT is

to pay 365BUSINESS 's costs of such reinstallation at 365BUSINESS 's Standard Charge Rate.

37.8. 365BUSINESS is entitled to be paid an administration fee equal to ten percent (10%) of the Subscription Licence Fee amount;

37.9. 365BUSINESS is entitled to charge interest at the rate of ten percent (10%) per annum calculated on a daily basis.

TERMINATION

Termination for Breach

38. If either Party considers that the other Party is in breach of this Agreement, then the Party alleging the breach must within ten (10) Business Days of the alleged breach having taken place or within ten (10) Business Days of it having become aware of the alleged breach, give the Party allegedly in breach of the contract notice in writing specifying the alleged breach.

39. In addition to specifying the alleged breach, a notice issued pursuant to clause 0 herein must:

39.1. Inform the Party allegedly in breach of the license agreement what the alleging Party considers must be done to remedy or rectify the alleged breach;

39.2. Give the Party allegedly in breach a reasonable time being not less than fourteen (14) days to remedy or rectify the breach; and

39.3. Inform the Party allegedly in breach that the alleging Party proposes to terminate the license agreement because of the breach if the breach is not remedied or rectified within the time specified in the said notice.

40. If the Party in breach remedies the breach within the specified timeframe, the alleging Party may not terminate this Agreement based on that particular breach.

41. If the breach is not remedied within the specified timeframe, the alleging Party may terminate this Agreement by providing written notice to the breaching Party.

Termination for Non-Payment

42. 365BUSINESS may terminate this Agreement immediately if the Client fails to pay any amount due under this Agreement within ten (10) days after receiving the invoice.

43. Such termination does not relieve the Client of its obligation to pay all amounts due through the remainder of the current license term.

Termination for Convenience

44. Either Party may terminate this Agreement by giving not less than sixty (60) days' written notice to the other Party.
45. If the Client terminates for convenience during a Fixed Term License period, the Client remains liable for all fees that would have been payable through the remainder of the current license term.
46. If the Client terminates for convenience during a Subscription License period, the Client remains liable for fees through the end of the current subscription month or period, with no liability for future periods.

Immediate Termination

47. 365BUSINESS may terminate this Agreement immediately by written notice if:
 - 47.1. The Client becomes insolvent, enters into voluntary or compulsory liquidation, has a receiver or administrator appointed over all or any of its assets, enters into a composition with its creditors, or takes or suffers any similar action in consequence of debt;
 - 47.2. The Client commits a material breach of the confidentiality or intellectual property provisions of this Agreement;
 - 47.3. The Client uses the Software in a manner that poses a security risk or could potentially harm 365BUSINESS, its systems, or other clients.

CONSEQUENCES UPON TERMINATION

48. Upon termination of this Agreement for any reason:
 - 48.1. All licenses granted under this Agreement shall immediately terminate;
 - 48.2. The Client must immediately cease all use of the Software;
 - 48.3. The Client must allow 365BUSINESS or authorised partner to remove all Software from the Client's systems;
 - 48.4. The Client must return or destroy all copies of the Software and documentation as directed by 365BUSINESS;
 - 48.5. Any fees due to 365BUSINESS shall become immediately payable;
 - 48.6. Any provisions of this Agreement that by their nature extend beyond termination shall survive such termination.

Refund Policy

49. If 365BUSINESS terminates this Agreement for its convenience, the Client shall be entitled to a pro-rata refund of any prepaid fees for the unused portion of the current license term.
50. If the Agreement is terminated for the Client's breach or by the Client for convenience, no refund shall be provided.
51. If 365BUSINESS terminates this Agreement due to its material breach, the Client shall be entitled to a pro-rata refund of any prepaid fees for the unused portion of the current license term.

VARIATION

52. Except as otherwise provided, this Agreement can only be varied by agreement in writing signed by both Parties.

GOOD FAITH

53. In undertaking their obligations pursuant to this license agreement between them, the Parties must act in good faith.

365BUSINESS' WARRANTIES

54. As set out herein, 365BUSINESS warrants that:
 - 54.1. it has the right to grant the licences under this Agreement; and
 - 54.2. to the best of its knowledge, the Products do not infringe the Intellectual Property Rights of any third party.
 - 54.3. it will comply with all applicable laws, regulations, and industry standards in the performance of its obligations under this Agreement, including but not limited to data protection and privacy laws.
55. Except for the express warranties stated in this section, or otherwise in this Agreement, 365BUSINESS disclaims all other warranties, express or implied, including without limitation, the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement.
56. 365BUSINESS does not warrant that the Products will meet Client's requirements, that the product will operate in combinations with other hardware, software, systems or data selected by Client, or that the operation of the Products will be uninterrupted or Error-free.

CLIENT'S WARRANTIES

57. The Client warrants and represents to 365BUSINESS that:

- 57.1. it has full legal capacity and authority to enter into this Agreement and perform its obligations under this Agreement;
- 57.2. this Agreement constitutes legal, valid, and binding obligations of the Client, enforceable against it in accordance with its terms;
- 57.3. it has obtained all necessary consents, licenses, permits, and approvals required to enter into and perform this Agreement;
- 57.4. all information, data, documents, and materials provided by the Client to 365BUSINESS are accurate, complete, and not misleading in any material respect;
- 57.5. it will use the Products only in accordance with this Agreement and all applicable laws;
- 57.6. it will not use the Products for any unlawful purpose or in any manner that could damage, disable, overburden, or impair the operation of 365BUSINESS's systems or interfere with any other party's use and enjoyment of the Products;
- 57.7. it will maintain appropriate security measures to prevent unauthorised access to or use of the Products and will promptly notify 365BUSINESS of any known or suspected unauthorised use or security breach;
- 57.8. it will comply with all reasonable directions and instructions given by 365BUSINESS regarding the use of the Products;
- 57.9. it will provide 365BUSINESS or the Partner with all assistance, information, access, facilities, and resources reasonably required to enable 365BUSINESS to provide the Products; and
- 57.10. it will ensure that its systems and equipment meet the minimum technical requirements specified by 365BUSINESS for the installation and operation of the Deliverables and Products.

58. The Client acknowledges that 365BUSINESS is relying on the Client Warranties in providing the Products, and that 365BUSINESS may suffer loss if any of the Client Warranties are inaccurate, incomplete, or misleading.

59. The Client will promptly notify 365BUSINESS if it becomes aware of any matter that does or may breach any of the Client Warranties or cause any of them to be inaccurate, incomplete, or misleading.

INDEMNITY

60. Each party agrees to indemnify the other against any loss that may be incurred by us arising from or in connection with:
- 60.1. a material breach or default of this Agreement by a party or a person they are responsible for;
 - 60.2. a negligent act or omission of a party or a person they are responsible for;
 - 60.3. a failure by a party to comply with any Law; and
 - 60.4. any Claim made against a party by any third party in connection with the information, material or documents provided to it by the other party.

LIMITATION OF LIABILITY

61. To the maximum extent permitted by law, 365BUSINESS' total liability pursuant to its contract with the Client, including any breach of it by 365BUSINESS, shall not exceed the total amount paid by the Client for the Products or Services to which the liability relates.
62. Any liability shall not extend to any incidental, consequential, indirect, special or contingent loss of any description, whether arising out of breach of warranty, contract, tort, at law or in equity or otherwise. This limitation of liability extends to claims for:-
- 62.1. Any missed gain or opportunity or commercial damage;
 - 62.2. Loss of turnover or profits;
 - 62.3. Loss of any opportunity;
 - 62.4. Loss of anticipated savings and like financial losses;
 - 62.5. Damage to the Client's reputation or image;
 - 62.6. Loss of data;
 - 62.7. Costs of any regulatory fines; or
 - 62.8. Termination of business.

DISPUTES AND DISPUTE RESOLUTION

63. A Party may give the other Party a notice of dispute (Dispute Notice) in connection with the Agreement between the Client and 365BUSINESS. Following the giving of a Dispute Notice, a representative of each of the Parties must confer with each other and use reasonable efforts to resolve the dispute. The representative of the Parties must have the authority to enter into a binding settlement of the dispute. The Representatives must confer with each other within fourteen (14) days of giving the Dispute Notice.
64. If the conference between the Parties' representatives is unable to resolve the dispute within thirty (30) days, either Party may seek to resolve the dispute through the legal system.
65. either party may refer the dispute to mediation administered by the Australian Disputes Centre (ADC) in accordance with the ADC Guidelines for Commercial Mediation operating at the time the dispute is referred to ADC.
66. If the dispute is not resolved through mediation within sixty (60) days of referral to ADC, either party may commence legal proceedings.
67. Nothing in this clause prevents either party from seeking urgent interlocutory relief from a court of competent jurisdiction.
68. Despite the existence of a dispute, both parties must continue to perform their obligations under this Agreement to the extent possible.

NOTICES

69. To be valid or effective, any notice, consent or document relating to this license agreement must be:
 - 69.1. In writing, signed by or on behalf of the person giving it; and
 - 69.2. Addressed to the person to whom it is given; and
 - 69.3. Given as follows:
 - 69.3.1. Delivered at or posted by registered post to Party at the address last notified by the receiving party; or
 - 69.3.2. Sent in electronic form by e-mail to Party to the e-mail address last notified by the receiving Party.
 - 69.4. A notice or document that complies with this clause is regarded as given and received:
 - 69.4.1. If it is delivered or sent in an electronic form by e-mail:

- a) That day, if delivered by 5 pm on a Business Day (local time in the place of receipt);
or
- b) The next Business Day, in any other case;

69.4.2. If it is sent by mail:

- a) Three (3) Business Days after posting, if sent within Australia; or
- b) Seven (7) Business Days after posting, if sent to or from a place outside Australia.

- 70. For the purposes of the Electronic Transitions Act (Queensland) Act 2001 (Qld), the Parties consent to the issue or giving of information, notices and documents pertaining to the license agreement by e-mail.
- 71. The parties consent to the signatures on the notices and documents pertaining to the license agreement being given and received by way of an electronic communication.

ENTIRE UNDERSTANDING

- 72. Except for the License Fee, which is contained in the r Proposal or Other document provided by 365BUSINESS/Partner to the Client, the terms and conditions of this license agreement contain the entire agreement and understanding of the Parties as to the license being granted by 365BUSINESS to the Client.
- 73. This Agreement and its terms and conditions supersede any prior agreement or understanding between the Parties on anything connected with the licence being granted by 365BUSINESS to the Client.
- 74. Both 365BUSINESS and the Client have agreed to this license agreement without relying upon representation by either Party or by any person purporting to represent that Party. This license agreement is taken to include any prior representations that may have been made and to the extent that the terms of this license agreement may be inconsistent with any prior representation, this license agreement is taken to represent the Parties' wishes in relation to the license to be granted by 365BUSINESS for the Client to use 365BUSINESS ' Products and to supersede any prior representation.

ASSIGNMENT

75. Assignment by the Company

- 75.1. The Company may assign, novate, or otherwise transfer any of its rights or obligations under this Agreement, in whole or in part, without the Client's prior consent to any Related Body Corporate.
- 75.2. Subject to the Client's consent, which shall not be unreasonably withheld, the Company may assign, novate, or otherwise transfer any of its rights or obligations under this Agreement, in whole or in part:
 - 75.2.1. to a purchaser of all or substantially all of the Company's assets or business to which this Agreement relates;
 - 75.2.2. to a successor entity in the event of a merger, acquisition, or corporate reorganisation involving the Company; or
 - 75.2.3. in connection with a sale or transfer of the DIY-ERP business or Product line.
- 75.3. Upon any assignment, novation, or transfer pursuant to clause 60.1:
 - 75.3.1. the Company shall provide written notice to the Client within sixty (60) days;
 - 75.3.2. the assignee or transferee shall be bound by the terms and conditions of this Agreement; and
 - 75.3.3. the Company shall be released from all obligations under this Agreement arising after the date of such assignment, novation, or transfer, except as otherwise specified in the assignment or novation documentation.
- 75.4. To give effect to any novation or assignment of this license agreement by 365BUSINESS as referred to in clause 60.2, the Client hereby irrevocably appoints both 365BUSINESS and any director of it to be the Client's attorneys each with authority to execute such documents as are necessary to give effect to the novation or assignment and to bind the Client accordingly.

76. Partial Assignment and Licensing

- 76.1. The Company may, without the Client's consent:
 - 76.1.1. assign or transfer specific rights under this Agreement while retaining others;
 - 76.1.2. grant licenses to third parties to use the intellectual property related to the Products; and
 - 76.1.3. subcontract or delegate the performance of any of its obligations under this Agreement.

77. Change of Control of Company

- 77.1. In the event of a Change of Control of the Company, this Agreement shall continue in full force and effect and automatically bind the Company's successors and permitted assigns.
- 77.2. For the purposes of this clause, "Change of Control" means, with respect to the Company:
- 77.2.1. the direct or indirect acquisition by any person or related group of persons of beneficial ownership of securities possessing more than fifty percent (50%) of the total combined voting power of the Company's outstanding securities;
 - 77.2.2. a merger, consolidation or similar transaction involving the Company following which the holders of the voting securities of the Company immediately prior to such transaction do not own at least fifty percent (50%) of the combined voting power of the surviving entity; or
 - 77.2.3. a sale, lease, exclusive license or other disposition of all or substantially all of the assets of the Company.

78. Assignment by the Client

- 78.1. Without 365BUSINESS prior written consent, the Client must not assign or otherwise deal with the benefits of the license or any part of it or any of its rights, powers, duties, obligations or remedies to any other person or subsidiary. 365BUSINESS may give its consent to any assignment or other dealing upon any terms that it considers, in its sole and absolute discretion, appropriate to protect its interests including obtaining agreement by the proposed assignee to the terms of this license agreement.

SEVERABILITY

79. If any clause or part of any clause in this license agreement is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed from these terms and conditions of the license agreement without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) which will continue in full force and effect.

WAIVER

80. A right created by this license agreement cannot be waived except in writing signed by the Party entitled to that right. The failure, delay, relaxation or indulgence on the part of any Party exercising any power or right given to that Party in this license agreement does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other exercise of any other power or right given by this license agreement.

GOVERNING LAW

81. This Agreement between 365BUSINESS and the Client is governed by the laws of the State of Queensland.
82. Any action, suit or proceeding relating in any way to the license agreement between 365BUSINESS and the Client may be instituted, heard and determined in a court of competent jurisdiction in Queensland.
 - 82.1. Each party irrevocably submits to the non-exclusive jurisdiction of the courts in Queensland (including the Civil and Administrative Tribunal) for the purpose of any such action, suit or proceeding.
 - 82.2. Each party irrevocably waives any objection which it may now or in the future have to the laying of venue of any action, suit or proceeding relating in any way to the contract between them brought in such court.
 - 82.3. Each party irrevocably waives any claim that any such action, suit or proceeding brought in any such court is brought in an inconvenient forum.

EULA Acceptance

I have read and accept the terms and assumptions of this engagement as set out in this EULA.

I accept these terms on behalf of Client and represent that I am authorised by Client as follows:

Title/Position:

Full Name:

CLIENT Company Name:

CLIENT ABN:

Date:

Signed:

365 BUSINESS

GETTING YOU HOME ON TIME

Level 19, AMP Place,
10 Eagle Street,
Brisbane, Australia

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THE WAY BC WAS MEANT TO BE