

# ADLForms CLIENT LICENSE AGREEMENT, Terms & Conditions

## 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 A.D.L. Software, in accordance with clause 2 of this Agreement, as a registered user.

'ADL' means A.D.L. Software.

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

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.

Acceptance of this agreement is implied by the users commencement of use, or continuation of use, of the ADLForms application.

## REGISTRATION AND DURATION

This Agreement will commence upon the acceptance by ADL, of the Application by the Client to be a registered user and will continue thereafter, unless terminated for the period agreed to, from the date of acceptance of the client as a registered user. At the expiration, the client may be invited to register for a further period.

ADL shall record the Client as a registered user of ADLForms; supply the Client with one (1) copy of the ADLForms application and of User Instructions; supply the Client with 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, within the one site for which the license is granted.

## LIMITATION OF LIABILITY

To the maximum extent permitted by law, ADL provides the software and data comprising the package of ADLFormsto the Client subject to the following disclaimer-

"The Client agrees that ADL shall not be liable to the Client under any circumstances whatsoever, arising by virtue of a claim for breach of warranty (express or implied), tort (including negligence), strict liability or otherwise, for actual, incidental, contingent, special or consequential damages or lost profits or revenues arising directly or indirectly from or out of the use of ADLForms, including but not restricted to, any claim arising from the inaccuracy of information or forms provided to the Client."

Without limiting the generality of clause 1, ADL shall not be liable to the Client under any circumstances whatsoever, arising by virtue of a claim for breach of warranty (express or implied), tort (including negligence), strict incidental, contingent, special or consequential damages or lost profits or revenues arising directly or indirectly from or out of any act or omission by ADL in the performance of any obligations under this Agreement to be performed by ADL.

## ADL SUPPORT

ADL support will be available from Monday to Friday (excluding Public Holiday's) between the hours of 9:00am and 5:00pm (Queensland Time). During the attended hours of operation the client shall be entitled to contact the ADL support desk for support limited to the software and data comprising the Forms on disk package. Details of ADL support will be notified to the Client by ADL from time to time. The Client acknowledges that any problems occurring outside these attended times may not be addressed by ADL until the day on which the ADL support desk is next attended.

## 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.

## 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 and their business operations and must be used in accordance with directions included in such information and forms, in accordance with all appropriate legislation.

## PERSONAL INFORMATION

The Client agrees that ADL may maintain and use a record of the Client's Personal Information (See A.D.L. Privacy Policy) to assist in providing ADLForms and to provide news and upgrade information, in respect to ADLForms, to the Client by way of email or standard mail, periodically as ADL deems necessary.

The Client authorizes 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*.

## 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 by either party under the terms of this Agreement; or
- (b) the failure by ADL to provide information or the inaccuracy of information supplied by ADL pursuant to this Agreement. The indemnity so granted shall extend to all costs and expenses, including legal costs and expenses on a solicitor and own client basis, that may be incurred by the client in connection with any such action, claim, demand and proceeding.

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 legal force and effect of these forms and contracts. Legal advice as to their force and effect should be obtained by users.

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.

The Client must upgrade the ADLForms software from time to time as prompted by the ADLForms software program or on a regular basis, no less than once per month, from the ADL website.

## VARIATION

ADL may vary the conditions of this Agreement from time to time. Such changes will take affect from the time they are published on our website. Once published the ADLForms software should be upgraded by the Client. Upon upgrading the Client will be prompted to accept the new conditions. Not accepting the new conditions will negate the right of the Client to continue to use ADLForms.

## 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.

## SEVERABILITY

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

## 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.

## WAIVER

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

# A.D.L. 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.

## 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.

By collecting personal information we,

- provide our services to you as a registered client; or
- give 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. Although, ADL may collect minimal information about you for the purposes of marketing and undertakes to only collect such information by lawful and fair means.

Registering as an ADL client implies permission to collect your personal information from yourself and use it as required by ADL (Refer Client License Agreement). Information may also be collected from yourself on a day to day basis in respect to providing you with our services (potentially or otherwise).

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 and 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 for the purposes of allowing them to market their products or services to you.

## 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 either explicitly, such as in writing, or verbally or by implication from your conduct.

## 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 anytime to 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. By for example,

- restricting access to personal information
- maintaining and testing technology to prevent unauthorised computer access

When we no longer require your personal information it is deleted from our systems. You may request access to any of the personal information ADL hold about you.

## Complaints

**If you have any complaints regarding how we 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:-

Mail:                   The Manager  
                          A.D.L. Software  
                          P.O. Box 1191  
                          Milton  
                          Qld                   4064

Phone:               (07) 3367 1982  
Fax:                   (07) 3367 2533  
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)