

GROUP TRAVEL ASSIST



Terms of Service Agreement

Group Travel Assist provides the Group Travel Assist service. Upon purchasing Access to the Service, the Customer and the Company you represent agrees to be bound by these Terms. Please read these Terms of Service as they form a contract between You, the Customer and Group Travel Assist. By using the Group Travel Assist Service, You agree to be bound by these terms. If You are using the Services on behalf of a company or organization, You are agreeing to these terms on behalf of that organization and warrant You have the authority to do so. If You do not agree to be bound by these terms, You must not use the service. If You have any questions about these terms, please contact hello@studytourassist.com and we will assist You.

Definitions

- "Access" means licenses purchased for Access to the Service.
- "Access Fees" are fees paid to receive a license to the Service for the specified Agreement Term.
- "Access Downgrade" is the process of removing authorized users, modules and/or features to the Service.
- "Access Period" is the time period paid for use of the Service by You and/or Your authorized users.
- "Access Upgrade" is the process of adding more authorized users, modules and/or features to the service.
- "Account" means information, levels of access and billing information accessible in the Admin Billing Panel.
- "Admin Billing Panel" is the interface whereby Customers can manage their account, upgrade or downgrade the Service.
- "Agreement" means this agreement for the provision of the Group Travel Assist Service, on-line data storage, access and management services to You, the Customer.
- "Agreement Term" is the time period for which access licenses have been purchased.
- "Authorized User" means a user which has been granted access to Your Service through a paid license.
- "Commencement Date" means the date Services were purchased.
- "Confidential Information" means the confidential information of a party, which relates to the subject matter of this Agreement and includes: Confidential information relating to the Customer; Information relating to the personnel, policies or business strategies of Group Travel Assist; Information relating to the terms of this Agreement.

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- “Customer” means You and/or the organization who purchases authorized user licenses to Access the Group Travel Assist Service.
- “Customer Data” means data owned or supplied by the Customer to which Group Travel Assist is provided access pursuant to this Agreement or data which may otherwise be generated, compiled, arranged or developed on Group Travel Assist by either Party pursuant to this Agreement.
- “Force Majeure” means a circumstance beyond the reasonable control of the Parties, which results in a Party being unable to observe or perform on time an obligation under this Agreement. Such circumstances shall include but shall not be limited to: acts of God, lightning strikes, earthquakes, floods, storms, explosions, fires and any natural disaster; and acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage and revolution.
- “GST” means: the same as in the GST Law; any other goods and services tax, or any tax applying to this transaction in a similar way; and any additional tax, penalty tax, fine, interest or other charge under a law of such a tax.
- “GST Law” means the same as “GST Law” in A New Tax System (Goods and Services Act) Act 1999 (Cth).
- “Intellectual Property Rights” means copyright, trade mark, design, patent, semiconductor or circuit layout rights.
- “Group Travel Assist” means Group Travel Assist software, hosting, modules, features and content management system, to be accessed by the Customer in accordance with this Agreement.
- “Group Travel Assist Service” means a dedicated web platform the Customer licenses to share and manage information with registered users.
- “Main Administrator” means the Authorized Users who have control over configuring the Service and adding other Authorized Users for the Customer.
- “Party” means either Group Travel Assist or the Customer as the context dictates.
- “Services” means the software platform and on-line data information services to be provided by Group Travel Assist pursuant to this Agreement.
- “Service Specifications” means the specifications for the Group Travel Assist Service set out in this Agreement.

1. Customer Obligations

You will only use Group Travel Assist in accordance with these terms:

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- Not use Group Travel Assist directly or indirectly for any activity or transmit any information or material unlawfully, or which is obscene, illegal, indecent, uses offensive language, defames, abuses, harasses, stalks, threatens, menaces, offends any person, or which prevents any other user from using or enjoying Group Travel Assist .
- Not attempt to gain unauthorised access to Group Travel Assist or use another person's name, registration account, token or password. You are responsible for all activities that take place within Your Account. Group Travel Assist is not liable for any loss or damage arising from any unauthorized use of Your accounts.
- Not tamper with, hinder the operation of or make unauthorised modifications to Group Travel Assist.
- Not knowingly transmit any virus or other disabling feature to or from Group Travel Assist.
- Not remove, disable or modify any security, antivirus or other Software on Group Travel Assist.
- Keep all passwords, account names, tokens or log in identifications required to access Group Travel Assist secure and confidential and not reveal these to any other person.
- Not upload to Group Travel Assist any material, or use Group Travel Assist in any way, not expressly contemplated by this Agreement.
- Not violate any state, local, national or international law in connection with the use of Group Travel Assist.
- Not interfere with or disrupt the Service or servers connected to Group Travel Assist; and solely responsible for Your use of the Service, and except as otherwise agreed in writing by the parties, for maintaining backup copies of the Customer Data. You acknowledge and agree that the Service is strictly a tool to be used in conjunction with good and reasonable business judgment by competent personnel.

2. Your Account

To obtain access to the Service, You must first register and purchase a license(s) to the Service. Your access to the Service will be defined by the Modules and Features You purchase. When purchasing, You agree to provide true, accurate, current and complete information about Yourself as requested by the Sign Up form. Your Account information can be viewed in the Admin Billing Panel within the Service.

3. Group Travel Assist Service Specifications

- Group Travel Assist shall ensure the Service will at all times, and for all purposes relevant to this Agreement materially comply with the Service Specifications You have

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purchased, which can be reviewed and or updated in Your Admin Billing Panel within the Service.

- Group Travel Assist may substitute any component of the Service prior to or during the Term without consultation with the You if, in the opinion of Group Travel Assist, such substitution will not cause a material degradation of the Services or otherwise result in a failure to comply with the Service Specifications.
- Group Travel Assist will provision the Service software with mission critical, fully managed by Group Travel Assist, at premium data centers and a 99.9% uptime guarantee. Servers are protected with an external Firewall.
- Customer Data is regularly backed up on-site on Group Travel Assist secure servers. In addition, Customer Data and the Group Travel Assist Service is backed up daily to remote, off-site secure servers, via a secure link.
- The terms of service may be updated from time to time. Group Travel Assist will notify you of any changes as they occur.

4. Availability of the Group Travel Assist Service

Not with standing anything else in this Agreement, You acknowledge and agree that:

- Group Travel Assist may be temporarily unavailable for maintenance, upgrade and support purposes. Group Travel Assist will notify Main Administrators of the Service at least 24 hours prior to a scheduled maintenance; however, for scheduled down-times more than 30 minutes during normal business hours AEST, clients will be notified 2 weeks ahead.
- Group Travel Assist is not responsible for the suspension of or interruption to Group Travel Assist or any part of Group Travel Assist
- , due to technical or internet access circumstances beyond its immediate control;
- Group Travel Assist may upgrade, remove or change Group Travel Assist or any part of Group Travel Assist at any time to improve functionality and usability of the service. Basic functionality of modules and features You have purchased will be maintained.

5. Access to the Service

- Once You purchase Access to the Service, You will be sent a welcome email with the provision to set up a password. At this time, you can provide access to other Authorized Users of your choice.
- The Service is licensed for the term purchased, not sold. The license to the Service ends when Your term ends. If You choose not to renew, we will disable Your Access to the Service.

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6. Intellectual Property

- Group Travel Assist acknowledges that the Customer Data remains the property of the Customer.
- Group Travel Assist shall ensure the Customer Data are to the extent practicable signified as the property of the Customer and remain free of any lien, charge or other encumbrance of a third party.
- Group Travel Assist owns all intellectual property rights in and to the Service, the Software, and the Platform, including, but not limited to the look and feel, structure, organization, design, algorithms, templates, data models, logic flow, text, graphics, logos and screen displays associated therewith.
- Group Travel Assist shall have a royalty-free, worldwide, transferable and perpetual license to use or incorporate into the Service any suggestions, ideas, enhancement requests, custom developments, feedback or other information provided by You or any Authorized User relating to the Service.

7. Communications

By creating a paid or trial account with Group Travel Assist, you understand we may send you communications regarding the Services, including updates, newsletters, promotional information, and notices of Service violations. At any time, you can choose to opt out of these communications.

8. Data Security

Group Travel Assist will take proactive security measures designed to protect Your Customer Data. These measures include the use of reasonable physical, administrative and technical security techniques and systems designed to prevent unauthorized access, maintain data accuracy, and to conduct regular backups (on-site and off-site) of both Customer Data and the Group Travel Assist operating system.

You acknowledge that no data transmission over the internet can be guaranteed as totally secure. Group Travel Assist does not warrant and cannot ensure the security of any information transmitted to Group Travel Assist from the Customer over the Internet, or within its Service. Once Group Travel Assist receives Customer Data, Group Travel Assist shall take reasonable steps to preserve the security of such Customer Data.

While extensive redundancy and back-up systems have been put in place, under no circumstances will Group Travel Assist be held liable for any loss of Customer Data. To the extent that data is being transmitted over the Internet hereunder, You acknowledge that Group Travel Assist has no control over the functioning of the Internet, and Group Travel

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Assist makes no representations or warranties of any kind regarding the performance of the Internet.

If the Customer Data is lost, destroyed or altered whilst stored on Group Travel Assist without fault on the part of the Customer, Group Travel Assist shall take all reasonable measures to immediately restore the Customer Data within 24 hours. Group Travel Assist will not be held responsible for loss of data within the Service.

You understand that for extra security, you may encrypt files prior to uploading into the Group Travel Assist Service. In addition, Group Travel Assist offers for an additional fee, advanced file and database encryption capabilities if this is a requirement.

9. Billing, Payment, Access Upgrades, and Access Downgrades

All fees associated with Your Access to the Service are published in Your Admin Billing Panel, and are due in full upon commencement of Your Agreement Term. The fees exclude all taxes and other charges such as currency exchange rates, and it is Your responsibility to pay these additional fees. We may bill in advance, at the time of purchase, after purchase or on a recurring basis for on-going monthly plans selected.

You must be authorized to use the payment method that you enter when you create a billing account, and you authorize us to charge you for the Service using your payment method and for any paid feature of the Service that you choose to sign up for while this Agreement is in force. You must keep all information in your billing Account current, and you can access and change your account information in the Admin Billing Panel within the Service.

With a Free Trial Account, if You fail to pay the Access Fees prior to the end of your trial, your Access and your Customer Data will be permanently deleted. With a Paid Account, if You fail to pay the Access Fees within five (5) business days of our notice to You that payment is due or delinquent, or if You do not update payment information upon our request, we may suspend or terminate access to and use of the Service by You and Authorized Users. If payment is not received within thirty (30) days of the due date, your Access will be removed, and data will automatically be deleted permanently and will not be recoverable.

If You choose to upgrade Your Access or increase the number of Authorized Users during the Agreement Term, any incremental Access Fees associated with the Access Upgrade will be prorated over the remaining period of Your current Access Period, charged to Your

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Account and due and payable upon implementation of such Subscription Upgrade. In any future Access Term, Your Access Fees will reflect any such Subscription Upgrades.

No refunds or credits for Access Fees or other fees or payments will be provided to You if You elect to downgrade Your Access. The Access Downgrade module, feature, user or fee reduction will be applied at your next billing cycle. Downgrading Your Access may cause loss of content, features, or capacity of the Service as available to You under Your Account, and Group Travel Assist does not accept any liability for such loss.

If You pay by credit card, the Service provides an Admin Billing Panel for You to change credit card information (e.g. upon card renewal). You will receive a receipt when payment is received by Group Travel Assist.

Group Travel Assist may increase the fees of the Service. We will notify you in advance of the price change, and your fees will remain at the original fee level for your specified Access Period.

10. Cancellation and Termination

You may elect to terminate Your Access to the Service as of the end of Your Access Term by providing thirty (30) days notice. Unless you terminate your Access, Your Access to the Service will renew for an Access Term equivalent to the expiring Access Term. Group Travel Assist will provide you a six (6) months' notice to terminate the service, unless you are in breach of the contract.

If you elect to terminate your Access after the Access term, no refunds or credits will be provided. After the termination or cancellation of Your Access to the Service, We reserve the right to delete all Customer Data in the normal course of operation. Your Data cannot be recovered once Your Access is cancelled.

11. Third Party Materials and Content

The Service may contain features, functionality and information that are provided through or by third-party content, software, web sites, and/or systems ("Third-Party Materials"). Your use and access of these features and functionality are subject to the terms published or otherwise made available by the third-party providers of Third-Party Materials, and accessible by the Customer. Group Travel Assist has no responsibility for any Third-Party Materials, and You irrevocably waive any claim against Group Travel Assist with respect to such Third-Party Materials.

12. Customer Data and Access

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At any time during the Agreement Term, the Customer may download their data. Through the Admin Billing Panel, You can request a copy of its data on disc, in the format as uploaded in the Group Travel Assist Service, for the fee specified.

Provided You are not in default under the terms, Group Travel Assist shall ensure the You have the ability to obtain access (via the use of a password) at all times to the Customer Data whilst in the possession or under the control of Group Travel Assist .

Group Travel Assist will use all reasonable endeavours to ensure unauthorised third parties do not gain on-line or physical access to Customer Data without the prior consent in writing of the Customer. This includes the use of encrypted passwords, administered by the Customer.

13. Viruses

Both parties must ensure that no viruses or similar programming effects are coded or introduced into Group Travel Assist as a direct result of the provision of the Services or as the direct result of an act or omission of either party's personnel. Group Travel Assist will ensure that reasonable anti-virus software is operating in all relevant respects at all relevant times.

Group Travel Assist agrees that in the event of viruses found to have been introduced into Group Travel Assist, it will use all reasonable endeavours to assist You in minimising the effects of the virus and, if the virus causes a loss of operational efficiency or loss of data, in assisting You to mitigate the effect of the virus and to restore any such losses.

14. Access Facilities

You will be responsible for providing its own facilities (including hardware, device, web browser, and software, modem and telecommunications facilities) necessary for accessing Group Travel Assist.

15. Confidentiality

A Party shall not, without the prior written approval of the other Party, disclose the other Party's Confidential Information, including the terms of this Agreement.

Each Party shall take all reasonable steps to ensure that its employees and agents, and any sub-contractors engaged for the purposes of this Agreement, do not make public or disclose the other Party's Confidential Information.

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Notwithstanding any other provision of this clause, the Customer may disclose the Terms of Service (other than Confidential Information of a technical nature) to its related companies, solicitors, auditors, insurers and accountants.

During the trial period, a Group Travel Assist help desk user will automatically be added to your account, in case you require technical support during the trial. Once You become a paying Customer, the helpdesk user will automatically become a "suspended user", unable to access your account and will not affect the number of user licenses for which you have paid. If you ever require technical support, you can make this user "active" so Group Travel Assist helpdesk staff can assist in troubleshooting.

This clause shall survive the termination of the Agreement Term.

16. Indemnification

Both parties will indemnify, defend and hold each other and its officers, directors, owners, employees, and affiliates harmless from and against all liability, damages, injuries, losses, costs and expenses (including attorney's fees) arising out of or relating to Your use of the Service, including but not limited to liability, damages, injuries, losses, costs and expenses arising from any claims relating to: (a) breach of any representations, warranties, or covenants in this Agreement, (b) compliance with applicable laws and regulations, and (c) the Customer Data.

17. Liability

To the fullest extent permitted by law, in no event will either party, its affiliates, officers, employees, agents, suppliers or licensors be liable for any indirect, incidental, special, punitive, cover or consequential damages, however caused.

The limit of either parties liability (whether in contract, tort, negligence, strict liability in tort, or by statute or otherwise) in any manner related to this Agreement or the Service, for any and all claims shall not exceed three months of the fee paid by You to Group Travel Assist with respect to the Service at issue (excluding any fees or charges relating to approved expenses incurred by Group Travel Assist on behalf of You) during the thirty six (36) months prior to the date that the relevant cause of action accrued.

In no event shall either party be liable for special, consequential, incidental, indirect or punitive loss, damage or expenses whether arising in contract or tort (including but not limited to lost profits, loss of data, or the cost of recreating lost data), even if it has been advised of their possible existence.



18. No Warranty

Group Travel Assist provides the Service “as is” “with all faults” and “as available”. We make no warranty that the service will be uninterrupted, error-free or free of harmful components, that the Customer Data will be secure or not otherwise be lost or damaged.

19. Force Majeure

Neither Party shall be liable for any delay or failure to perform its obligations pursuant to this Agreement if such delay is due to Force Majeure.

If a delay or failure of a Party to perform its obligations is caused or anticipated due to Force Majeure, the performance of that Party’s obligations will be suspended.

20. Settlement of Disputes

If any dispute or grievance arises under this Agreement it must be dealt with in the following manner:

- The matter must first be discussed by the Customer and Group Travel Assist.
- If not settled, the dispute must be referred for mediation to a person agreed upon between the parties.
- If no person is agreed upon, the dispute must be referred for mediation to a person nominated by the Executive Officer of the Victorian Chapter of Lawyers Engaged in Alternative Dispute Resolution.
- Until the conclusion of mediation or until the dispute is settled the provision of services must continue. No party shall be prejudiced by the provision of services.
- The parties to the dispute must co-operate to ensure that these procedures are carried out expeditiously.

21. Waiver

No waiver of any breach of any term of this Agreement (including this sub-clause) shall be effective unless in writing signed by the party or parties having the right to enforce such breach and no such waiver shall be construed as a waiver of any subsequent breach.

22. Entire Agreement

This Agreement and the Access Order/s provided constitutes the entire agreement between the parties and no representations, warranties, guarantees or other terms or conditions, whether express or implied and whether oral or in writing in relation to the subject matter

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of this Agreement shall be of any force or effect unless contained in this Agreement. This agreement may be updated at any time, and You will be notified of any material changes.

23. Governing Law

This Agreement shall be governed by and construed in accordance with the laws from time to time in force in Australia and the parties hereto irrevocably submit to the non-exclusive jurisdiction of the Courts of that State and any Courts competent to hear appeals there from.

24. Severance

If any provision of this Agreement is void, voidable by any party, unenforceable or illegal, it shall be read down so as to be valid and enforceable or, if it cannot be so read down, the provision (or where possible, the offending words) shall be severed from this Agreement without thereby affecting the validity, legality of enforceability of the remaining provisions (or parts of those provisions) of this Agreement which shall continue in full force and effect provided that the Agreement as amended following such severance is not substantially different from this Agreement.