

CUSTOMER SERVICE AGREEMENT

1) ENTIRE AGREEMENT

- A. These terms and conditions and the Schedule contain the entire agreement and understanding between us, the Company and you, the Customer on everything connected with provision of the Services and the Equipment.
- B. Subject to clause 13) and to the extent permitted by law, we, the Company expressly exclude all warranties, guarantees, representations and conditions except as may be made by us to you in writing.

2) PROVISION OF THE SERVICES

- A. We agree to provide the Services from the Handover Date (or such other date as may be agreed by the parties in writing) and for the Term.
- B. If during the Term we are no longer able to provide the Services (or part thereof) to you, we will immediately notify you and provide the reasons as to why the Services (or part thereof) can no longer be provided. In the event that such notification is given and no remedy or solution between the parties is agreed within 7 days of notification to you, we have no further obligation to provide those Services. Possible reasons as to why Services cannot be provided include but are not limited to:
 - i) site access constraints;
 - ii) site occupational health and safety concerns;
 - iii) service technician safety issues; or
 - iv) non-payment for services.
- C. You must provide access to the Service Address so that we can provide the Services and where directed, must ensure that all persons leave the vicinity where the Services are to be provided.
- D. If for any reason a health or safety hazard results from the provision of the Services, you must immediately inform us.
- E. You must ensure that the Service Address is always a safe working environment, and, to the extent permitted by law, you must indemnify us for any loss or damage that we may suffer where you fail to do so.

3) EQUIPMENT WITH INTEGRATED DATA SYSTEMS

- A. Some of our Equipment have an integrated system where data regarding the use of our Equipment (such as but not limited to equipment failures, observations, measurement data, sensor levels) is stored automatically. Such Equipment may digitally send, upload, communicate or transmit data to us for our use by in accordance with this Agreement.
- B. All data relating to the Services is owned by us.

- C. Flick may use data for any purpose including but not limited to provide and manage the Services, statistical purposes, development of the Services, our Equipment and other of our products or services, research and marketing. Flick undertakes to, if personal data is included in the data, to use such data on a pseudonymized and/or anonymized basis.

4) ADDITIONAL SERVICES AND EQUIPMENT

- A. If you require Additions (and we agree to provide them), those Additions will be provided on the terms and conditions of the Agreement.
- B. Services relating to pest species which are excluded from the Home Protection Service under clause 15) may be Additions, depending on the environment and conditions as assessed by us in our sole discretion.
- C. We will notify you of the Service Price in respect of the Additions prior to providing the Additions.
- D. You must pay the current Service Price for the Additions at the time of completion of the Services and/or supply of the Equipment.
- E. Subject to clause 13), Additions are considered a knockdown treatment with no warranty or emergency services.

5) SERVICE EFFECTIVENESS

We are obliged to use reasonable endeavours to provide the Services, the Equipment and any Additions and Flick will provide the Services in a competent and professional manner considering the terms and conditions of this Agreement. The ongoing effectiveness of the Services, the Equipment and any Additions provided depends on the Customer's implementation of our recommendations. You acknowledge that our Services, Equipment and any Additions may also be rendered ineffective by disturbing treated areas, building alterations, renovations and introducing untreated or infested materials to the property that encourage pest activity.

6) INABILITY TO DELIVER SERVICES

To the extent permitted by law, we will not be responsible for failure to meet our contractual obligations if the failure results from Force Majeure.

7) PAYMENT AND TRADING TERMS

- A. The parties agree that the Service Price for the Home Protection Service will be paid by the Customer to the Builder on or before the Handover Date. Flick is not required to provide the Services until it has received the Service Price.
- B. Payment for Additions must be made at the time the parties agree that Flick will provide

those Additions.

- C. Payment for Additions must be made by credit-, debit card or direct debits.
- D. The Service Price may be increased by us after expiry of the Term once in each 12-month period by notice in writing to you. Any increase in Service Price will be notified by us in writing to you no later than 1 month prior to the increase. If you do not agree with the new Service Price, you have the right to terminate this Agreement in writing subject to clause 8)C.
- E. If you fail to make payment in accordance with this Agreement, Flick may withhold the provision of Services where any amount is overdue under this Agreement.
- F. If you require paper-based invoices, you agree to pay to us the invoice processing fee advised by us to you in writing from time to time.
- G. You agree that we are not required to process any overpayments by you as a refund if your accounts balance is not at a zero balance.
- H. If you dispute any charges on an invoice, the dispute must be submitted to us in writing within 14 days of the due date for payment. You must pay all parts of the invoice which are not the subject of a bona fide dispute before the due date for payment of the invoice.

8) TERM AND TERMINATION

- A. This Agreement commences on the Handover Date and continues until the expiry of the Term unless terminated earlier by you or us under this clause 8).
- B. Either party may terminate this Agreement immediately by written notice to the other party if the other party commits a breach of this Agreement and the other party fails to commence action to remedy the breach within 10 Business Days after receiving notice requiring it to do so.
- C. You may terminate this Agreement for any reason by providing 30 days' prior written notice to us.
- D. Subject to clause 13), if this Agreement is terminated by you during the Term for any reason, you will not be entitled to any refund for the Service Price associated with the Home Protection Service.
- E. Upon termination of this Agreement by either party for any reason, we are entitled to immediate possession of Equipment on site and you must allow us to enter the Service Address to remove the Equipment.
- F. Following the expiry of the Term, this Agreement will continue on the same terms and conditions set out in this Agreement except that payment of the Service Price will

be prorated and charged in accordance with the standard pricing for the Home Protection Service from time to time, and you authorise us to direct debit your account for payment of the Service Price on a periodic basis.

9) DIRECT DEBITS

- A. You hereby authorise us to make periodic debits as indicated under payment and trading terms in clause 7) after the expiry of the Term.
- B. You acknowledge that the debit amount will be debited from your account according to the terms and conditions of your agreement with us.
- C. If the due date for payment isn't a business day, we will then debit the amount on the next business day. We will not change the amount or frequency of these arrangements providing prior notice to you.
- D. We may cancel the direct debit if it is rejected by your financial institution on three or more occasions, in which case you will need to make alternative payment arrangements.
- E. We will keep all bank or credit card information private and confidential.
- F. You may terminate the direct debit at any time by giving us notice to cancel.
- G. You may suspend the direct debit by providing 3 business days' notice before the due date of payment. If you think we've debited something incorrectly, please let us know straight away.
- H. You acknowledge that bank account and/or credit card details have been verified against a recent bank statement to ensure accuracy of the details provided and we will contact your financial institution if we are uncertain of the accuracy of these details.
- I. You acknowledge that it is your responsibility to ensure that there are sufficient cleared funds in the nominated account by the due date to enable the direct debit to be honoured on the debit date. Direct debits normally occur overnight, however transactions can take up to three (3) business days depending on the financial institution. Accordingly, acknowledges and agrees that sufficient funds will remain in the nominated account until the direct debit amount has been debited from the account and that if there are insufficient funds available, agrees that we will not be held responsible for any fees and charges that may be charged by either your or our financial institution.
- J. You acknowledge that there may be a delay in processing the debit if:
 - i) there is a public or bank holiday on the day of the debit, or any day after the debit date;
 - ii) a payment request is received by us on a day that is not a banking business day;
 - iii) a payment request is received after normal cut

off times. Any payments that fall due on any of the above will be processed on the next business day.

- K. You acknowledge that we will provide at least 14 days' notice if we propose to vary any of the terms and conditions of the direct debit request or this Agreement including varying any of the terms of the debit arrangements between us.
- L. You acknowledge that any request to stop or cancel the debit arrangements needs to be directed to us.
- M. You acknowledge that any disputed debit payments needs to be directed to us directly. If no resolution is forthcoming, you agree to contact your financial institution.
- N. You acknowledge that if a debit is returned by your financial institution as unpaid, a failed payment fee may be payable by you to us of \$15.00 per failed payment. Where a failed payment fee is applicable, the amount will be as detailed in the debit arrangement of the direct debit request. You will also be responsible for any fees and charges applied by your financial institution for each unsuccessful debit attempt together with any collection fees, including but not limited to any solicitor fees and/or collection agent fee as may be incurred by us.
- O. You authorise us to attempt to re-process any unsuccessful payments.
- P. You acknowledge that certain fees and charges (including setup, variation, SMS or processing fees) may apply to the direct debit request and may be payable to us and subject to your agreement with us agree to pay those fees and charges.

10) CREDIT CARD PAYMENTS

- A. You acknowledge that "Flick" will appear as the merchant for all payments from your credit card.
- B. You appoint us as your exclusive agent with regard to the control, management and protection of your personal information relating to this Agreement. You irrevocably authorise us to take all necessary action (which we deem necessary) to protect and/ or correct, if required, your personal information, including (but not limited to) correcting account numbers and providing such information to relevant third parties and otherwise disclosing or allowing access to your personal information to third parties in accordance with the Flick Privacy Policy.
- C. Other than as provided in this Agreement we will keep your information about your nominated account at the financial institution private and confidential unless this information is required to investigate a claim made relating to an alleged incorrect or wrongful debit, to be referred to a debt collection agency for the purposes of debt collection, or as otherwise

required or permitted by law.

- D. You hereby irrevocably authorise, direct and instruct any third party who holds/stores your personal information (relating to Agreement) to release and provide such information to us on our written request.
- E. You authorise:
 - i) us to verify and/or correct, if necessary, details of my/our account with my/our financial institution; and
 - ii) Your financial institution to release information allowing us to verify my/our account details.

11) DIRECT DEBIT REQUESTS

The Authorisation is to remain in force in accordance with the terms and conditions and the details provided in the Agreement until cancelled by you or lapsed in accordance with the details provided.

12) LIMITATION OF LIABILITY

To the extent permitted by law:

- A. you warrant that you have not relied on any representation or warranties made by the Builder which has not been stated expressly in this Agreement, or relied upon any descriptions, illustrations or specifications contained in any document including websites or publicity material produced or provided by the Builder;
- B. nothing in this Agreement operates to make us liable (whether under contract law, common law or otherwise) to you for any consequential, indirect or special loss or damage of any nature whatsoever including (but not limited to) those arising out of delay, loss of product, loss of production, business interruption, loss of revenue, loss of profits or loss of opportunity;
- C. where a claim relates to a guarantee or warranty under the Australian Consumer Law, our liability to you under this Agreement, whether in contract, tort (including, without limitation, negligence) or otherwise is in the case of the Equipment, limited to the replacement or repair of the Equipment or the cost of replacing or repairing the Equipment, and in the case of Services, is limited to the cost of supplying those Services again, whichever may be determined in our absolute discretion to be appropriate in the circumstances;
- D. our liability to you (including in contract, negligence, tort or any common law or statutory right) under this Agreement will not exceed the total fees received by us from you pursuant to this Agreement; and
- E. we are not liable for any claims made for injury, loss or damage whether caused negligently or otherwise to you or your property, or to any third party as a consequence of providing the Services, the Equipment or any Additions.

13) STATUTORY WARRANTY

- A. Our Services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the Services, you are entitled:
- i) to terminate this Agreement; and
 - ii) to a refund for the unused portion of the Services, or to compensation for its reduced value.
- B. You are also entitled to be compensated for any other reasonably foreseeable loss or damage.
- C. If the failure does not amount to a major failure, you are entitled to have problems with the Service rectified in a reasonable time and, if this is not done, to cancel the Services and obtain a refund for the unused portion of the Services.

14) SERVICES WARRANTY CLAIM

- A. If you have a problem with our Services or believe that you may have a Services warranty claim in relation to our Services, you must contact us and arrange a convenient time for the Service Address to be inspected and if we determine in our absolute discretion to be appropriate in the circumstances, a convenient time for the Services to be resupplied.
- B. You agree that any warranty provided by us to you in the course of providing the Services is subject to your ongoing compliance with our maintenance instructions and any other instructions relating to the Services and Service Address (as applicable).

15) HOME PROTECTION SERVICE EXCLUSIONS

The parties agree that with respect to the Home Protection Service, the following exclusions apply:

- A. ants exclude red fire ants, carpenter ants, funnel ants & other declared pest species;
- B. rodents exclude native rodent species;
- C. bees;
- D. spiders exclude ground dwelling species (funnel web, trapdoor, mouse, wolf, huntsman and jumping);
- E. wasps excludes mud daupers;
- F. caterpillar excludes all species except urticaria (rash) causing species;
- G. lice exclude head and body lice;
- H. moths excludes fabric moths; and
- I. any other native or declared species are excluded.

16) CUSTOMER ACKNOWLEDGEMENT

By entering into this Agreement and by obtaining the Equipment and Services, you represent and warrant that you have read and understood and agree to all of the terms & conditions in this Agreement and that the person signing this Agreement has the authority to sign this Agreement.

17) CUSTOMER RESPONSIBILITIES

- A. You must promptly notify us of any defects in the Services or the Equipment, including evidence of termites or other pests at the Service Address and follow all instructions from us in respect to the defects notified.
- B. You follow all recommendations by the pest technician in the service report provided.
- C. You must regularly treat pets to ensure that they are free from fleas and ticks at all times.
- D. You must work in conjunction with us or any of our representatives in reference to any reportable pest species found on the property including specific guidelines as outlined by the relevant authority.

18) FREE EMERGENCY SERVICES

In respect to the Home Protection Service, 'free emergency services' refers to pest treatment required for internal sightings only. The free emergency service will be a targeted internal treatment to the pest species reported at the time of request. This is a limit of the warranty conditions and any additional costs incurred are not covered.

19) IF EQUIPMENT IS NEEDED FOR THE HOME PROTECTION PLAN

- A. If Equipment is needed to provide the Home Protection Services, we will endeavour to install the Equipment on your preferred installation date, but we are under no obligation to do so, and may install the Equipment on another agreed date. All Equipment supplied for the provision of the Services remains the property of Flick notwithstanding its installation at the Service Address.
- B. You agree to comply with all instructions given by us concerning the use and operation of the Equipment and will advise us as soon as possible if the Equipment is damaged or in need of repair. You must not attempt to relocate, move, dismantle, modify or repair the Equipment or allow any person other than us to do so.
- C. You agree to take care of the Equipment (including prevention from misuse and theft) and, to the extent permitted by law, you indemnify us for all loss of or damage to the Equipment from any cause whatsoever on a replacement cost basis.
- D. If for any reason the Equipment becomes a



health or safety hazard, you must immediately inform us.

20) TERMITE PROTECTION - TIMBER PEST INSPECTION ("TPI"), WARRANTY INSPECTION AND RETICULATION SYSTEM ("RE-TIC SYSTEM")

If TPI, warranty inspection or Re-Tic system services form part of the Home Protection Service, specific terms and conditions apply in accordance with the report or reports that will be delivered to you after the inspection has been completed.

- A. If any termite activity is found during initial TPI or other Service at the commencement of Home Protection Services, this will require remedial termite treatment at your cost prior to any further Services being provided.
- B. Where a termite management system is in place at the Service Address that has not been installed by us or our subsidiaries and under our current licence we are not allowed to service the system, we have the right to cancel the Services with you and terminate this Agreement.

21) GOODS AND SERVICES TAX

Where any supply under this Agreement is or becomes subject to GST, an amount equal to the GST paid or payable for that supply will be added to the amount exclusive of GST paid or payable for that supply.

22) PRIVACY

By accepting this Agreement, you acknowledge that personal information may be collected, used, held and disclosed in accordance with the Flick Privacy Policy which can be accessed at flick.com.au/privacy.

23) ASSIGNMENT

- A. You may assign your rights under this Agreement with our prior written consent subject to paragraph B below.
- B. We will consent to the assignment of your rights under the Agreement upon payment of the Account Transfer Fee by you to cover our administrative costs.
- C. We may assign our rights under this Agreement at any time.

24) GOVERNING LAW

This Agreement is subject to the laws of New South Wales, and the parties submit to the jurisdiction of New South Wales.

25) DEFINITIONS:

In these terms and conditions:

"Account Transfer Fee" means the fee payable by the Customer to assign this Agreement to a third party, to cover our administrative costs associated with the transfer of the account, currently \$99, but as varied from time to time.

"Additions" means any additional services and/or equipment not covered under the terms of the Home Protection Service under this Agreement;

"Builder" means the Flick partnered builder specified in the Schedule;

"Customer" or **"you"** means the customer specified in the Schedule;

"Equipment" means the pest control equipment and any other equipment potentially provided under this Agreement, and includes any additional or replacement equipment;

"Flick", "we", "our", "or "us" means Flick Anticimex Pty Ltd. (ABN 85 000 059 665) Unit 9, 145 Arthur Street, Homebush West NSW 2140;

"Force Majeure" means any circumstance not within the reasonable control of the affected party, or any circumstance that could not have been avoided, prevented or circumvented despite the exercise of reasonable diligence by the affected party, including extreme weather events, pandemic or outbreak of infectious disease (and any associated government or regulatory authority-mandated restrictions), fires, terrorism, wars, strikes, cyber-attacks, power blackouts, imposition of sanctions and earthquakes;

"Handover Date" means the date on which the Customer takes possession of the Service Address as specified in the Schedule;

"Home Protection Service" means the Flick 'Peace of Mind' pest control package which includes:

- i) 2 scheduled visits;
- ii) interior service treatment;
- iii) exterior perimeter treatment;
- iv) timber pest inspection;
- v) termite warranty inspection; and
- vi) unlimited call outs;

"Service Address" means the address specified in the Schedule;

"Service Price" means the price for the Services;

"Services" means the Home Protection Service and any other services provided by Flick under this Agreement; and

"Term" means the term for the provision of the Home Protection Service as specified in the Schedule commencing on the Handover Date.