

## FedPrint Terms and Conditions

### 1. Interpretation

These Terms and Conditions apply to any Customer who submits a Print Request to FedPrint.

#### 1.1 In these Terms and Conditions:

**Agreement** means these Terms and Conditions together with any Print Request received from the Customer.

**Background Intellectual Property** means all materials or Intellectual Property Rights in any Content submitted by the Customer to FedPrint in the Print Request

**Claim** includes actions, proceedings, suits, causes of action, arbitrations, verdicts and judgments either at law (including negligence) or in equity or arising under a statute, debts, dues, demands, claims of any nature, costs and expenses.

**Completion Date** means the date that the Services are to be completed pursuant to the Quotation. The Completion Date is an estimate of the time required to perform the Services. FedPrint may advise the Customer at any time of any change to the Completion date.

**Confidential Information** means information of either party which is identified as being confidential at the time of disclosure to the other party, or which a party knows or ought to know is confidential to the other party.

**Content** means anything provided to FedPrint by the Customer, that the Customer requires to be printed or copied by FedPrint.

**Fee** means the fee payable for the Services as outlined in the tax invoice.

**Customer** means any person who submits a Print Request via the PrinterFace portal.

**Intellectual Property Rights** means all and any patents, patent applications, trademarks, service marks, trade names, domain names, registered design, unregistered design rights, copyrights, know how, trade secrets and rights in confidential information, URLs and all and any other intellectual property rights, whether registered or unregistered, and including all applications and rights to apply for any of the same.

**Personal Information** has the meaning given to it under the *Privacy and Data Protection Act 2014 (Vic)*.

**Print Request** means an order submitted through the PrinterFace portal to FedPrint, for Services, and includes any Content that is to be printed by FedPrint.

**Product** means the finalised printed Content.

**Quotation** means an estimate of the cost to perform the Services to be prepared by FedPrint.

**Services** means the provision of any printing services pursuant to any Print Request received from the Customer, to be performed by FedPrint to produce the Product.

**Terms and Conditions** means these Terms and Conditions comprising clauses 1 – 14.

**FedPrint** is a print service which is owned and operated by Federation University Australia.

1.2 Single words include plural words, and vice versa.

1.3 Words of inclusion are not intended to be words of limitation.

1.4 FedPrint may reject a Print Request. If FedPrint rejects a Print Request, FedPrint must give notice to the Customer. FedPrint will be deemed to have accepted the Print Request if:

(i) FedPrint does not give notice within 48 hours after the Print Request is received or deemed to have been received; or

(ii) FedPrint commences performance of the Services in accordance with the Print Request.

1.5 FedPrint may reject a Print Request if it would require FedPrint to incur significant and unreasonable capital expenditure or FedPrint is incapable of performing the Services within the time period required by the Customer.

1.6 No terms or conditions of the Customer (in whatever form) will be incorporated or be deemed to be incorporated in the Agreement.

### 2. Acceptance of Terms and Conditions

- 2.1 By placing an Order, the Customer acknowledges that they have read, understood, and agree to be bound by these Terms and Conditions.

### **3. FedPrint Obligations**

- 3.1 FedPrint will perform the Services by the Completion Date.
- 3.2 FedPrint will provide a digital or hardcopy proof for review and await final approval from the Customer prior to commencing the Services.
- 3.3 FedPrint will notify the Customer when the Services have been completed and the Product is ready for collection. The Customer is to collect the Product from FedPrint, Building N4, Federation University, University Drive, Mount Helen, Victoria.
- 3.4 The Customer may request that the Product be shipped or delivered to the Customer, which will incur additional fees pursuant to the Quotation.

### **4. Customer Obligations**

- 4.1 The Customer must:
- (i) submit a Print Request through the PrinterFace Portal to receive the Services
  - (ii) submit Content in print-ready file; and
  - (iii) collect the Product within 180 days of the Completion Date. Any Product not collected within 180 days of the Completion Date will be destroyed.
- 4.2 The Customer will be responsible for any errors in the Product which were not corrected by the Customer before the Services were completed.

### **5. Fees**

- 5.1 The Customer shall pay the Fee to FedPrint on the due date.
- 5.2 Unless otherwise stated in the Quotation or tax invoice all prices and amounts are inclusive of GST.
- 5.3 A Quotation is provided on the cost of providing the Services as at the date of the Quotation and may be subject to variation.
- 5.4 On completion of the Services FedPrint will issue a tax invoice by electronic mail to the Customer. Payment of the tax invoice is due upon collection of the Product, or prior to the shipping or delivery of the Product to the Customer.
- 5.5 FedPrint may ask the Customer to prepay any part of the Fee that represents monies to be expended or costs to be incurred by FedPrint to perform the Services.
- 5.6 FedPrint may decline to commence or continue the Services if any invoice remains unpaid for 7 days, or until any amount requested to be prepaid is prepaid.

### **6. No Agency**

- 6.1 FedPrint is a contractor and is not the agent or employee of the Customer.
- 6.2 FedPrint does not have authority to bind the Customer and will not represent itself to be the agent or representative of the Customer.

### **7. Confidentiality and Publication**

- 7.1 Each party agrees to keep Confidential Information disclosed by the other party secret, secure and confidential, and must not disclose, communicate, or otherwise make known to any person any part of the Confidential Information without the prior written consent of the disclosing party, which will not be unreasonably withheld.
- 7.2 A party receiving Confidential Information under the Agreement will be relieved of its obligations contained in clause 7.1 in respect to any Confidential Information which:
- (i) is required to be disclosed by law
  - (ii) was in the possession of FedPrint prior to the disclosure
  - (iii) becomes part of the public domain otherwise than by a breach of the Agreement, or
  - (iv) was received in good faith from a person who is not a party to the Agreement, and who did not receive the Confidential Information from the Customer or any person in respect to whom the Customer can trace the provision of the Confidential Information originating with it.
- 7.3 Each party must comply with the *Privacy and Data Protection Act 2014* (Vic) and the reasonable directions of the other party in relation to the handling of any Personal Information which that party holds or has held and used in connection with this Agreement.
- 7.4 Clauses 7.1 to 7.3 will survive the termination or expiration of the Agreement.

### **8. Intellectual Property**

- 8.1 The Agreement does not affect ownership of Background Intellectual Property.
- 8.2 For any Background Intellectual Property owned or controlled by the Customer, the Customer grants to FedPrint a royalty-free licence to use the Background Intellectual Property in order to perform the Services.
- 8.3 The Customer warrants and represents to FedPrint it is entitled to use any Intellectual Property Rights in respect of the Content.

## **9. Liability**

- 9.1 Whilst FedPrint will exercise reasonable care and diligence in the performance of the Services, it specifically excludes any warranty as to the outcomes of the Services.
- 9.2 To the fullest extent permitted by law all implied terms, conditions and warranties are hereby excluded. To the extent that any implied terms, conditions or warranties cannot be excluded, FedPrint's maximum liability to the Customer, at FedPrint's election, shall be supplying the Services again; or the payment of the cost of having the Services supplied again.
- 9.3 In no event will FedPrint be liable for loss of revenue, loss of profits, loss of anticipated savings or business, pure economic loss, loss of data, loss of opportunity or expectation or any other form of consequential, special, indirect, punitive or exemplary loss or damages, including loss incurred or sustained in connection with a third party Claim.
- 9.4 Notwithstanding anything in the Agreement and to the fullest extent permitted by law, FedPrint's liability arising out of or in connection with the performance or non-performance of any or all of its obligations under the Agreement (whether in tort, for breach of contract, breach of statutory duty or otherwise) will not in the aggregate amount exceed the Fee.
- 9.5 FedPrint is not liable for any loss or damage that occurs as a result of a failure to meet the Completion Date.

## **10. Assignment**

- 10.1 FedPrint may assign the Agreement without the consent of the Customer, to ensure completion of the Services.

## **11. Termination**

- 11.1 The Customer cannot terminate a Print Request or request a refund for the Print Request, once FedPrint has commenced the Services.
- 11.2 The Customer may terminate a Print Request after it has been submitted and prior to FedPrint commencing the Services, by notifying FedPrint of its intention to terminate the Services. An account keeping fee may apply where a Print Request is terminated.

## **12. Whole agreement**

- 14.1 The Terms and Conditions and any Print Request constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

## **13. Variations**

- 13.1 No variation to the Terms and Conditions shall be binding upon the parties unless that variation is in writing and is signed by the parties.

## **14. Jurisdiction**

- 14.1 The Agreement is governed by the laws of the State of Victoria and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the State of Victoria.