

PIF Manager™ Application Form



Bizcaps Software
 ABN 86 108 329 157
 Suite 1, Level 4, 189 Kent Street
 Sydney NSW 2000
 Ph: 02 9252 7533
 www.bizcaps.com

SECTION 1: CUSTOMER DETAILS

Company Name:	ABN:
<input type="text"/>	<input type="text"/>
Trading or Business Name:	Phone:
<input type="text"/>	<input type="text"/>
Address:	
<input type="text"/>	

Service and Billing Details

Postal Address:	
<input type="text"/>	
Customer Contact:	Position:
<input type="text"/>	<input type="text"/>
Email Address:	Phone:
<input type="text"/>	<input type="text"/>

SECTION 2: PRICING

Yearly subscription plan details: – simply based on PIF usage.

Selected Plan	Included PIFs (generated and/or received)	Minimum Yearly Fee ¹
<input type="checkbox"/>	1 - 10	\$960
<input type="checkbox"/>	11 - 50	\$1,650
<input type="checkbox"/>	51 - 100	\$2,880
<input type="checkbox"/>	101 - 250	\$3,600
<input type="checkbox"/>	251 - 500	\$4,080
<input type="checkbox"/>	501 – 1,000	\$6,600
<input type="checkbox"/>	1,001 - 5,000	\$10,800
<input type="checkbox"/>	5,001+	\$18,000

¹ Includes secure cloud hosting, storage, searching and sharing. Prices are in Australian Dollars and will be subject to GST.

Setup & Connection

Initial setup and PIF upload facility: \$NIL (included in your selected plan)
FoodWorks nutrition software plug-in connectivity required?: <input type="checkbox"/> Yes <input type="checkbox"/> No

SECTION 3: BUSINESS TERMS**3 Business Terms Summary**

- 3.1 The initial subscription period term is 12 months.
- 3.2 Subscriptions will be automatically renewed each subsequent year upon payment of the Fees.
- 3.3 The subscription plan and associated fees to be paid for each succeeding year will be determined by reference to the number of active PIFs in PIF Manager™ over the preceding 60 days and will be invoiced 30 days before the anniversary date of this agreement.
- 3.4 This PIF Manager™ Application Form must be read in conjunction with the Terms and Conditions of Use Agreement and, when accepted by Bizcaps, forms a binding agreement.

SECTION 4: DECLARATION & AUTHORISATION**4 Declaration**

I have the authority to contract with Bizcaps Software to provide the service(s) listed in this PIF Manager Application Form. I acknowledge that:

- 4.1 I have read and I understand the Terms and Conditions of Use Agreement.
- 4.2 I have authority as the Customer's agent to complete this PIF Manager™ Application Form and I confirm that the information herein is true and correct.
- 4.3 Customer Purchase Order No: (*where applicable*):

- 4.4 Internet Browser used: (*e.g. Internet Explorer 11*)

Customer Representative Signature:

Name and Title (Block Letters):

Date:

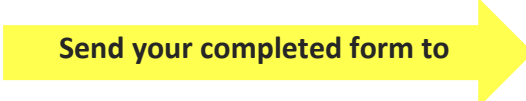
<input type="text"/>	<input type="text"/>	<input type="text"/>
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Bizcaps Software Signature:

Name and Title (Block Letters):

Date:

<input type="text"/>	<input type="text"/>	<input type="text"/>
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 Send your completed form tonewportal@pifmanager.com

Terms and Conditions of Use Agreement

1 This agreement

1.1 This agreement sets out the terms and conditions that govern your access to and use of PIF Manager™.

2 PIF Manager

- 2.1 Bizcaps will provide you with a User ID and Password ("**Sign On**") in order to enable you to access and use PIF Manager™. You must keep the Sign On details secret at all times and not permit any person, other than your authorised users, to use PIF Manager™. You must immediately notify Bizcaps of any breach of security of your Sign On. Bizcaps may change your Sign On at any time.
- 2.2 Bizcaps will use reasonable endeavours to ensure that PIF Manager™ performs substantially in accordance with any user documentation published by Bizcaps from time to time.
- 2.3 Bizcaps may from time to time make modifications to PIF Manager™, including its design, functionality and appearance.
- 2.4 You acknowledge that Bizcaps is not a party to any transaction made through or as a result of PIF Manager™ and that Bizcaps has no responsibility:
- (a) for the accuracy or completeness of any information placed on PIF Manager™ by Vendors or Buyers (including, without limitation, to any product or ingredient information included in a PIF hosted on PIF Manager); and
 - (b) with respect to any product or ingredient promoted or purchased as a result of PIF Manager™ or the terms of any such transaction.
- 2.5 You must comply with all applicable laws and with all reasonable directions issued by Bizcaps from time to time in relation to your use of PIF Manager™.
- 2.6 Unless otherwise specified by Bizcaps, you are solely responsible:
- (a) as a Vendor, for supplying, maintaining and updating all Content on PIF Manager™ and administering access to Content by your trading partners and staff or other representatives; and
 - (b) as a Vendor or Buyer, for obtaining at your own cost all equipment and software necessary to enable you to access and use PIF Manager™.
- 2.7 You may allow your suppliers to enter data directly into your licensed version of PIF Manager™, but you will be responsible for all obligations relating to that data, pursuant to this agreement, including any associated fees. Other than in this specific situation, you must not permit any third party to access or use PIF Manager™ without the prior written consent of Bizcaps.
- 2.8 Bizcaps may access PIF Manager™ on your behalf without notice for purposes associated with the provision of PIF Manager, including administration, training, education and support.
- 2.9 Bizcaps may remove from PIF Manager™ any Content which it reasonably regards as inappropriate or likely to cause a breach of this agreement by you. Bizcaps will attempt to notify you of any such removal.

3 Fees and payment

- 3.1 You must pay Bizcaps the Fees. Unless otherwise specified, all Fees are exclusive of GST, and exclusive of any other applicable federal and state taxes and duties (which must be paid by you).
- 3.2 Bizcaps will issue invoices for the Fees to you from time to time. Yearly subscription Fees are due and payable in advance, commencing on the signing of this Agreement, and are then due and payable on each subsequent anniversary. Bizcaps will reassess PIF usage regularly and may move Customer to the relevant plan with 30 days' notice. Invoices are due and payable within 14 days from the date of invoice. Payment may be made by cheque, electronic funds transfer to Bizcaps' nominated bank account or agreed direct debit authority. Bizcaps shall give 30 days' notice of any proposed changes in the pricing schedule in Section 2 of the Application Form. All invoices will be Tax Invoices for GST purposes.
- 3.3 If either party:
- (a) is liable to pay GST on a supply made in connection with this agreement; and

- (b) certifies to the recipient of the supply that it has not priced the supply to include GST,

then the recipient of the supply agrees to pay that party an additional amount equal to the consideration payable for the supply multiplied by the prevailing GST rate (provided that the party issues a Tax Invoice with respect to that supply).

4 Warranties and indemnities

4.1 In using PIF Manager, you must:

- (a) comply with all applicable laws (including the Competition and Consumer Act 2010 (Cth) and state fair trading legislation);
- (b) use PIF Manager™ strictly in accordance with this agreement for the purposes contemplated by this agreement;
- (c) not tamper with or otherwise interfere with the normal operation of PIF Manager™;
- (d) take reasonable precautions to protect the security, privacy and confidentiality of PIF Manager™;
- (e) take reasonable precautions not to post, send or otherwise make available through PIF Manager™ any material that contains any virus, trojan, worm or similar deleterious program that may damage or interfere with the operation of PIF Manager™;
- (f) not post, send or otherwise make available through PIF Manager™ any material that:
 - (i) infringes Bizcaps' or a third party's intellectual property rights;
 - (ii) is defamatory, harassing or obscene; or
 - (iii) is illegal, fraudulent, misleading or deceptive; and
- (g) provide to Bizcaps information which is reasonably necessary for Bizcaps to make available PIF Manager™ and ensure that this information is both accurate and complete and delivered to Bizcaps in a timely manner.

4.2 You indemnify Bizcaps against any liability, loss, cost or damage which Bizcaps suffers or incurs arising out of or in connection with:

- (a) a breach by you of this agreement;
- (b) any claim against Bizcaps by a third party relating to your use of PIF Manager™; or
- (c) a claim by a third party that any Content infringes the intellectual property rights of that third party.

5 Liability

5.1 To the maximum extent permitted by law:

- (a) all terms, conditions and warranties which would otherwise be implied into this agreement are excluded; and
- (b) where any implied term may not be excluded, Bizcaps limits its liability for breach of that term to the resupply or payment of the cost of resupply of the relevant services.

5.2 Without limiting clause 5.1, Bizcaps does not warrant that PIF Manager™ will be available at or for any particular time or that it will be free from error or interruption.

5.3 To the maximum extent permitted by law, Bizcaps excludes all liability (whether arising in negligence, breach of agreement or breach of any other law) that it may have for any loss or damage arising from the use of or reliance on PIF Manager, whether that loss or damage is direct, indirect or consequential (including loss or corruption of data, loss of any agreement, loss of any business revenue, loss of profits, failure to realise expected profits or savings or any other commercial loss or economic loss of any kind).

6 Intellectual Property

6.1 You agree that all intellectual property rights in and to PIF Manager™ are owned by Bizcaps or its licensors.

6.2 You must not sell PIF Manager™ or any part thereof, or make any use of PIF Manager™ not expressly permitted in this Agreement.

6.3 This Agreement does not confer on you any rights of ownership in PIF Manager™.

6.4 Data that you upload to PIF Manager™ shall remain your sole property and this agreement does not confer any right of ownership on Bizcaps or right of unauthorised use by Bizcaps.

7 Privacy, Confidentiality and Security

- 7.1 Each party (“**Recipient**”) must keep the confidential information of the other party (“**Discloser**”) confidential, safe and secure and not disclose it to any person other than:
- (a) the Recipient’s agents, advisors, contractors and personnel who have a need to know, provided they are subject to an obligation to keep the confidential information confidential; or
 - (b) where required to do so by law.
- 7.2 The Recipient will use the confidential information of the Discloser solely for the purpose of using or operating PIF Manager™.in accordance with this agreement.
- 7.3 Confidential information includes:
- (a) in the case of Bizcaps, all Sign On details provided to you; and
 - (b) in the case of you, the Confidential Content.
- 7.4 Confidential information does not include any information that is:
- (a) public knowledge at the time it is supplied to Recipient, or becomes public knowledge subsequently other than through breach of an obligation of confidence; or
 - (b) in Recipient’s lawful possession prior to it being supplied to Recipient.

8 Service Levels

- 8.1 PIF Manager™ is one element of AFGC’s Authorised Food Data System.
- 8.2 While Bizcaps warrants the availability of PIF Manager™ it has no control over the availability of other elements of the AFGC’s Authorised Food Data System, particularly any other portals used by trading partners and also the messaging system between the certified portals.
- 8.3 During normal service hours (Monday to Friday, 0900-1700 AEST or AEDT) availability of PIF Manager™ will be no less than 98%. The service is considered to be unavailable when a user is not able to access PIF Manager™ due to a main (major) component failure (Critical incident).
- 8.4 Outages will not be counted against target availability, when:
- Due to policy or security compliance (e.g. mandatory security patching);
 - Requested, approved, or caused by the customer (e.g. forgotten password);
 - Due to mandatory software upgrades particularly those related to the AFGC Data Dictionary or AFGC Authorised Food Data Systems specification;
 - Due to a power outage;
 - Due to a telecoms outage.
- 8.5 Outside normal service hours, there may be up to 8 planned outages per month. Notification of planned outages will be via email alert sent from alerts.noreply@bizcaps.com no later than 24hours prior to the planned outage.

9 Term and termination

- 9.1 This agreement commences on the date on which you agree to these terms and conditions and continues, subject to payment by you of the applicable Fees, until terminated in accordance with this agreement.
- 9.2 Either party may terminate this agreement by written notice to the other party if:
- (a) the other party breaches any term of this agreement and, if it is capable of being remedied, does not remedy it within 14 days after receipt of notice requiring it to do so; or
 - (b) the other party becomes insolvent, has a controller or receiver appointed, enters into liquidation, provisional liquidation or administration, is subject to an arrangement for protection from its creditors, fails to comply with a statutory demand, it is otherwise unable to pay its debts when they fall due or something having a similar effect to the foregoing happens in connection with the party.
- 9.3 Either party may terminate this agreement without cause by giving at least 3 months’ written notice to the other party.

10 General

- 10.1 The parties are independent of each other. Nothing in this agreement makes a party an agent, partner or joint-venturer of the other.
- 10.2 You may not assign this agreement without Bizcaps' prior written consent.
- 10.3 This agreement is the entire agreement of the parties concerning its subject matter.
- 10.4 An obligation of a party (other than an obligation to pay money) is suspended to the extent the party is prevented from performing that obligation because of an event beyond its reasonable control.
- 10.5 You agree to allow Bizcaps to publicise your use of PIF Manager™.
- 10.6 Bizcaps may vary this agreement from time to time by notice to you. Without limiting other methods of notification, publication of the varied agreement on PIF Manager™ web login will be effective notice of the variation.
- 10.7 The parties agree that this Agreement shall be governed by and construed in accordance with the law of the State of New South Wales.

11 Definitions

- 11.1 In this Agreement the following words have these meanings unless a contrary intention appears:

Agreement means this agreement between the parties.

Bizcaps means Bizcaps Pty Limited (ABN 86 108 329 157) trading as Bizcaps Software.

Buyer means a person using PIF Manager™ for the purpose of receiving and viewing the Content of Vendors.

Confidential Content means the commercially sensitive information (such as product recipes or blend formulas) entered in PIF Manager, which you have designated as being available only to particular trading partners, and other Content to the extent to which it may be subject to restrictions on disclosure.

Content means any data that you wish to process, manipulate or produce using PIF Manager™.

Customer means the entity described in the Application Form.

Fees mean Bizcaps' fees for PIF Manager, as published by it from time to time.

PIF means Product information Form (PIF), a widely accepted form developed by the food industry in Australia and New Zealand to obtain information needed to meet obligations under regulatory requirements and industry codes in regard to foods and food ingredients in a consistent and standardised manner. The form has been designed to be applicable to either raw materials, ingredients or processed retail-ready goods. Also known as "ePIF" and "PIF v6.0" and above.

PIF Manager means the web-based PIF portal software accredited by the Australian Food and Grocery Council and hosted and operated by Bizcaps which is currently provided at the following website: www.bizcaps.com or such other website as is notified by Bizcaps from time to time. PIF Manager™ provides a secure online portal that streamlines the process of recording, storing, searching, reporting and exchanging product information electronically between parties via industry standard XML messaging.

Vendor means a person using PIF Manager for the promotion (by way of a PIF or otherwise) of its goods.

XML means extensible mark-up language.

You means the entity whose details are set out in the Application Form.