

## Smarter Drafter Subscription Terms: Published 5<sup>th</sup> December 2023

The terms and conditions on this page form part of our [Usage Terms](#).

### Limited number of documents

A subscription entitles your firm to create a specified number of documents (submissions) during your subscription period. The quantity of submissions is as follows and is subject to change;

- 'Build' plan – 240 Submissions per annum
- 'Grow' plan – 750 Submissions per annum
- 'Accelerate' plan – 1,500 Submissions per annum

### Usage of our eSignature feature

Subscriptions have a hard limit to the number of eSignature envelopes included per year. The quantity of eSignatures included in each subscription package follows and is subject to change;

- 'Build' plan – 500 eSignatures per annum
- 'Grow' plan – 750 eSignatures per annum
- 'Accelerate' plan – 1,500 eSignatures per annum

If you expect that your usage will materially exceed these numbers, please contact a sales representative for further pricing guidelines.

### File formats for documents

For all plans, all documents are delivered in both Word and PDF format. We reserve the right to provide documents in PDF format only during trial periods (see below regarding trial periods). For Student plans, documents are delivered in PDF format only and may be watermarked.

### Range of documents

All plans give your firm access to the documents specified in the Plan Description. Subscriptions generally include access to all new documents in those ranges after you join – however, we reserve the right to charge extra for certain new documents and, if so, you will be given the option whether or not to include those new documents in your subscription. Access to Lexon documents is for Lexicon clients only. If your firm is insured by Lexon, please let us know and we will grant access. If your firm ceases to be a Lexon customer, you must inform us immediately.

## Authorised users

Each plan includes access for a limited number of users as shown on our pricing page from time to time. All users must be employees of your firm. If you wish to give access to any contractors/consultants, you must first obtain our express written permission. Sharing of access with anyone who is not an employee of your firm is strictly prohibited.

## **\*\* New Year, New Firm Promotion \*\***

The promotional campaign termed "New Year, New Firm" shall commence on the 1st day of December and conclude on the 31st day of January. During this period, a subscription to Smarter Drafter shall be offered at a preferential rate of Ninety-Nine Australian Dollars (AUD \$99) per user for each month of service. This rate is quoted ex GST.

Eligibility for this promotional offer is restricted to individuals and firms who are subscribing to Smarter Drafter for the first time. The features included within and the usage limitations applied to this promotional subscription are congruent with those delineated for the Grow Edition of Smarter Drafter.

This preferential subscription rate shall be maintained for a term of twelve (12) months following the initiation date of the subscription. Smarter Drafter retains the unilateral right to prolong the duration of this promotional offer at its sole discretion.

## 12-month subscription periods

All subscriptions, whether with monthly or annual billing, involve an initial 12-month commitment and will automatically renew for further 12-month commitment periods. To turn off automatic renewal, you will need to provide us with written notice of cancellation at least 1 calendar month before the renewal date. Unless otherwise expressly agreed, our standard pricing as advertised on our pricing page at the time of renewal will apply to the renewal period.

## Free trial period

Some new customers may be provided with an initial 7-day free trial period, which, if granted, will not count toward the 12-month commitment. We reserve the right to provide documents in PDF format only during this trial period. You can cancel your trial at any time during the 7-day period via the [app.smarterdrafter.com.au](http://app.smarterdrafter.com.au) menu. If you do not validly cancel prior the end of the free trial period, you will be obliged to complete the first 12 months of your subscription and any amounts already paid will not be refunded. If, however, we choose to provide a refund at our absolute discretion, the transaction fees charged by our payment provider will be deducted from the amount refunded. At present, those transaction fees are equal to 2.5% + GST of the amount paid. We reserve the right to terminate any unpaid trial at any time at our absolute discretion.

## Payment Processing Fees

Payments made by any method other than by Electronic Funds Transfer (EFT) (i.e. any payment made by card or Direct Debit (DD)) may attract a fee of 2.5% + GST. If you wish to avoid this fee, please contact us at [ap@tensis.com](mailto:ap@tensis.com) and we will advise you on how to switch to EFT payments.

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