



Geo - Terms and Conditions

1. Agreement

- (a) Welcome to Geo. These terms of service, including any schedules, along with all other terms, conditions, notices and disclaimers contained on the www.geoop.com website, including related domains, or on the GeoOp or the GeoNext mobile applications (together, the **Site**) are collectively referred to as the '**Terms**'.
- (b) By using the Site or making an application to become a Customer or a User (as those terms are defined in clause 1(c)), you agree that these Terms apply as a legally binding agreement between you and:
 - (i) if you are using GeoNext, Geo Workforce Solutions Pty Ltd (ACN 163 645 823) (**Geo AU**);
 - (ii) if you are using GeoOp, Geo Limited (in Receivership) (NZBN 942 903 224 3963) (**Geo NZ**); or
 - (iii) in all other cases, Geo NZ,

(Geo AU and Geo NZ, separately and collectively as the context permits, are referred to as **we** and **us**), including any amendments to these Terms that may be made by us in accordance with these Terms.
- (c) **Receivers** has the meaning set out in clause 3(a) of these Terms.
- (d) You are bound by every obligation imposed on you by these Terms. However:
 - (i) if you are a customer of ours (**Customer**), you will also be bound by the Customer Specific Terms set out in Schedule 1;
 - (ii) if you are an authorised user of a Customer (**User**), you will also be bound by the User Specific Terms set out in Schedule 2; and
 - (iii) if you use the Message Functionality (as that term is defined in Schedule 3), you will be bound by the Messaging Terms set out in Schedule 3.
- (e) In the event of any conflict or inconsistency between these Terms and any of the Customer Specific Terms, User Specific Terms or Messaging Terms, the provisions of these Terms shall prevail.

2. General

- (a) (**Use of Site**) You may use the Site but only in accordance with these Terms.
- (b) (**Data Security**) We will use our best endeavours to keep secure any personal information you provide to us. To facilitate the Site, we use third party suppliers including software-as-a-service platforms, and your data and personal information will be shared with, or collected by, such platforms when necessary. For further details on how we collect and use your personal information, please refer to our Privacy Policy located here: <https://try.geoop.com/privacy/>
- (c) (**Confidentiality**) Any information that you receive from us in relation to the Site is considered confidential you must not disclose it to anyone unless such information is already publicly available other than via yours or any other person's breach of these Terms.
- (d) (**Third Party Material**) The Site may contain reference or links to another third party's content

(Third Party Material). These are for your information or convenience only and we do not monitor, control or accept liability for any Third Party Material. Except as otherwise noted on the Site, any opinions, advice, statements or services contained in any Third Party Material is the responsibility of the respective author and does not constitute a representation or warranty by us as to their accuracy or description. Any use or reliance on these Third Party Materials by you is entirely at your own risk. Where the Site offers advertisements or promotions from third parties, you acknowledge that:

- (i) all third party advertisements are provided by the author and do not represent an endorsement or recommendation by us;
 - (ii) any dealings you have with a third party as the result of any Third Party Material, including any associated terms, conditions, warranties or representations are solely between you and the third party; and
 - (iii) you agree and warrant to us that we will not be held responsible or liable for any of your dealings with any third party.
- (e) **(Viruses)** Neither we nor the Receivers are able to and do not attempt to warrant that the Site or any downloads available in connection with the Site are free of viruses or other components that result in contamination or destruction of your data, your computer or device. It is your responsibility to ensure that your virus protection software is sufficient and up to date on all electronic sources used to access the Site and neither we nor the Receivers accept any responsibility for damage you incur as a result of any virus, worm, Trojan horse or other destructive code contracted through the use of the Site.
- (f) **(Warranties)** To the extent permitted by law, all express or implied conditions or warranties of any kind (including but not limited to any warranties related to availability for access and use, the products and services advertised, fitness for purpose, freedom from contamination by computer viruses and the accuracy, currency, completeness, reliability, timeliness or usefulness of any part of the Site) are excluded. Nothing in these Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including any applicable consumer law (or any liability under them) which by law may not be limited or excluded.
- (g) **(Indemnity)** You agree to indemnify both us and the Receivers, and keep us and the Receivers indemnified, against all actions, claims, demands, damages, liabilities, expenses (including legal fees on a solicitor-client basis) or losses that may be made against us or the Receivers or suffered or incurred by us or the Receivers, in connection with your breach of these Terms or otherwise in connection with your use of, or inability to use, the Site.
- (h) **(Severability)** If any clause or part of any clause of these Terms is in any way unenforceable, invalid, or illegal, it is to be read down so that it is enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed from this agreement without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) which will continue in full force and effect.
- (i) **(Changes to the Site and these Terms)** We reserve the right, at our sole discretion, to modify the Site, from time to time for any reason, and without notice, including your Account (as defined in clause 2(l)), or change or modify these Terms by updating this web page. You are bound by any revisions to these Terms and it is your responsibility to regularly check this page to review the current conditions by which you are bound. If you continue to use the Site after these Terms have been revised, you will be deemed to have accepted the revised Terms.
- (j) **(Entire Agreement)** These Terms represent the entire agreement between you and us in relation to the use of the Site and supersede any prior agreement, understanding or arrangement between us in relation to such matters, whether oral or in writing.
- (k) **(No assignment)** You may not assign or transfer, or agree to assign or transfer, any of your rights and obligations in relation to the Site and/or these Terms to any other person without our prior written consent.

- (l) **(No third party access)** You must not, except as expressly permitted by these Terms or if we provide you with our prior written consent access or use your Customer Account (as defined in clause 2.1(a)(i) of Schedule 1 below) or User Account (as defined in clause 2.1(b) of Schedule 1 below) (each an **Account**), or allow your Account to be accessed or used by any of your officers, employees, contractors or agents, in any way other than as permitted under these Terms.
- (m) **(Waiver)** If we waive any breach of these Terms, this will not constitute a waiver of any other breach. No waiver will be effective unless made by us in writing.
- (n) **(No third party benefit)** A person who is not a party to these Terms has no right to benefit under or to enforce any of the provisions of these Terms.
- (o) **(Nature of Relationship)** Your use of the Site not intended to create a relationship with us of employee, contractor or agent. To the extent permitted by law, you agree that we owe no fiduciary obligations to you as employer or agent or in any other capacity.
- (p) **(Governing Law)** Insofar as these Terms relate to:
 - (i) GeoOp, the Terms are governed by the laws in force in New Zealand and the parties agree to be bound by the non-exclusive jurisdiction of the Courts of New Zealand and any courts competent to hear appeals from those courts; and
 - (ii) GeoNext, the Terms are governed by the laws in force in New South Wales and the parties agree to be bound by the non-exclusive jurisdiction of the Courts of New South Wales and any courts competent to hear appeals from those courts.

3. No personal liability of Receivers

- (a) **(Appointment)** On 24 September 2024, Andrew John Grenfell and Kare Johnstone (the **Receivers**) were appointed as receivers and managers of Geo Limited (NZBN 942 903 224 3963).
- (b) **(No personal liability):** You acknowledge and agree:
 - (i) Geo NZ is in receivership and notwithstanding any action the Receivers may have taken none of the Receivers, or McGrathNicol, or its or their employees, representatives or agents shall incur or undertake any personal liability of any nature whatsoever (whether in contract, tort (including negligence) or otherwise) to you, or any other party associated with you, in connection with:
 - (A) these Terms;
 - (B) the Site;
 - (C) the performance of any obligations under these Terms, including Geo NZ's obligations under these Terms, or for any act, matter or thing arising out of or in connection with these Terms; or
 - (D) any statements, actions, representations or other events leading up to the formation of the agreement between you and us in accordance with clause 1(b) above (**Agreement**), nor any claims arising consequent upon formation of the Agreement, including any causes of action which may arise at any time after the formation of the Agreement;
 - (ii) the Receivers do not adopt personally these Terms or any obligations in respect of these Terms (regardless of whether a Customer or User was an existing Customer or User before the date of appointment of the Receivers or has become a Customer or User after the date of the appointment of the Receivers);
 - (iii) the Receivers act solely as agents for Geo NZ in their capacities as receivers and managers of Geo NZ and not in their personal capacities;

- (iv) the Receivers and their representatives do not provide any warranty or representation as to any matter or thing; and
- (v) if a court of competent jurisdiction holds the Receivers or their representatives personally liable in respect of any matters arising under or incidental to these Terms then:
 - (A) that liability will be limited to the lesser of:
 - (1) \$1,000; and
 - (2) the value of any assets of Geo NZ available to the Receivers (in their capacity as receivers of Geo NZ) which are available to meet that liability at the time of any judgment by a court; and
 - (B) you will not have recourse to either or both of the Receivers' personal assets (other than the Receivers' right to be indemnified pursuant to section 32(9) of the Receiverships Act 1993), or to the personal assets of their agents or employees, nor will they petition or otherwise seek adjudication for bankruptcy of either or both of the Receivers or of their agents or employees, in respect of any liability, claim or judgment thereon (including by virtue of section 32(1)(a) of the Receiverships Act 1993) under, pursuant to or in connection with these Terms.
- (c) (**Not severable**) Notwithstanding clause 2(h) above, you acknowledge and agree that clause 3(a) and clause 3(b) are not severable from these Terms and under no circumstances will you (or any person claiming through you) claim or support any claim that clause 3(a) and clause 3(b) are unenforceable or should be excluded or severed from these Terms in any way.
- (d) (**No proceedings**) By agreeing to these Terms in accordance with clause 2(i) above, you acknowledge and agree to the provisions in this clause 3 and will not commence or permit to be commenced in your name any proceeding against the Receivers (in their personal capacity) or against McGrathNicol, of any nature whatsoever or in any way related to these Terms.
- (e) (**Contracts privity**) For the purposes of the Contract and Commercial Law Act 2017, the provisions of this clause 3 are intended to confer benefits upon the Receivers and McGrathNicol and to be enforceable by the Receivers and McGrathNicol against you directly.

Schedule 1 Customer Specific Terms

1. Application of this Schedule 1

This Schedule 1 (**Customer Specific Terms**) applies to you if you are a Customer, in addition to any applicable Terms. Capitalised terms not defined in this schedule will have the meaning given to them in the Terms (which schedule these Customer Specific Terms).

2. Customer Account

2.1 Customer Account activation

- (a) You may become a Customer if:
 - (i) you submit an application in the required form and by providing the required details in relation to you, your business and your account (**Customer Account**);
 - (ii) you pay the Subscription Fees in accordance with clause 5.1, except for any free trial we may offer to you; and
 - (iii) we accept your application.
- (b) You may create any number of accounts each of which permit a single User to access the Site through an authorised user account (**User Account**) subject to the terms of your free trial or paid subscription plan (**Subscription Plan**):
 - (i) that apply to your Customer Account; and
 - (ii) the details of which are set out on our Site or otherwise made available to you.
- (c) To complete your Customer Account application, you may be required to provide us with your full legal name, business name (including registration details, where applicable), business address, phone number, a valid email address and any other information indicated as required. We may reject your application for a Customer Account for any reason, at our sole discretion.
- (d) If we accept your Customer Account or any User Account application (associated with your Customer Account), you will become the authorised administrator and user of the relevant Accounts (the **Account Owner**).
- (e) You acknowledge that we will use the email address you provide on opening your Customer Account or as updated by you from time to time as the primary method for communication with you (**Primary Email Address**). You must monitor the Primary Email Address you provide to us and your Primary Email Address must be capable of both sending and receiving messages. Your email communications with us can only be authenticated if they come from your Primary Email Address, unless we agree otherwise.
- (f) In the case where we provide you with the ability to log in to the Site using your Xero, Apple, Google or Facebook account or some other sign-in option via a third-party in accordance with the terms of use with that third-party, you acknowledge that your name and email address associated with those accounts may be disclosed to, and held by, us. We will not receive your password that you use in connection with such third-party accounts.
- (g) You represent and warrant to us that:
 - (i) you are authorised to open or operate your Customer Account;
 - (ii) all information supplied by you is and will be complete, true and accurate; and
 - (iii) any User affiliated with your Customer Account must be the older of:

- (A) 18 years; or
 - (B) the age of majority or legal adulthood in the jurisdiction from which the User is located.
- (h) You acknowledge that we may, from time to time, send you notifications in relation to the Site, including in the form of emails and messages on the Site or via other communications (such as text messages) (**Notifications**), which may contain information relating to (among other things) free trials of the Site or other promotions that we may offer in relation to our products and services, payment of Fees, or any other services that we may provide.

2.2 Customer Account usage

- (a) By accessing the Site or using our services through or in connection with your Customer Account, you:
- (i) confirm, adopt and ratify the opening of your Customer Account and these Terms;
 - (ii) agree not to dispute the binding nature of these Terms between you and us; and
 - (iii) acknowledge that we may rely on the information you have given to us to administer the Site and your Customer Account (including but not limited the details of any individual who you have granted authority to access or administer your Customer Account).
- (b) You will be responsible for ensuring that all information about you or provided by you to us for the purposes of opening or administering your Customer Account is kept up to date and included in all relevant documentation.
- (c) You warrant that you have the authority to act on behalf of any person for whom you are using the Site and are taken to have agreed to these Terms on their behalf.
- (d) In the event of a dispute regarding the ownership of any Account, you must provide to us any documentation that we may request for the purposes of determining or confirming the identity of the Account Owner. Documentation may include, but is not limited to, a scanned copy of your business licence, government issued photo ID, the last four digits of the credit card on file, or confirmation of your employment details.
- (e) We reserve the right to determine, in our sole discretion, the rightful Account Owner in respect of any Account and transfer an Account or its control to the rightful Account Owner. If we are unable to reasonably determine the rightful Account Owner, without prejudice to our other rights and remedies, we reserve the right to temporarily suspend or disable an Account until resolution has been determined between the disputing parties.
- (f) You may grant one or more Users with important rights and controls over your Customer Account and other User Accounts (each an **Admin User**), who will have important rights, access and controls on the Site and you:
- (i) acknowledge that you are responsible for all actions of your Admin Users; and
 - (ii) agree that our responsibilities do not extend to the internal management or administration of your Customer Account in respect of your business or Users.
- (g) You are also responsible for:
- (i) ensuring your Users comply with these Terms (including the User Specific Terms); and
 - (ii) any breach of these Terms (including the User Specific Terms and any representations and warranties given by the User under these Terms) by the Users, and such breach will be deemed to be your breach of these Terms.

3. Changes to the Customer Account

3.1 Changes to the Subscription Plan or number of User Accounts

- (a) At any time, you may request to:
 - (i) downgrade the Subscription Plan (for example, changing to a Subscription Plan with less features) or decrease the number of User Accounts associated with your Customer Account (for example, from 15 to 5 User Accounts) (**Downgrade**, and **Downgrades** and **Downgrading** is to be construed accordingly); or
 - (ii) upgrade the Subscription Plan (for example, changing a Subscription Plan with more features) or increase the number of User Accounts associated with your Customer Account (for example, from 5 to 15 User Accounts) (**Upgrade**, and **Upgrades** and **Upgrading** is to be construed accordingly).
- (b) Any request to Downgrade or Upgrade must be made in the form we require from time to time on the Site.

3.2 Changes to functionality associated with a Subscription Plan

- (a) We may, from time to time and in our sole discretion, limit or expand the functionality or services that we provide in connection with any Subscription Plan.
- (b) If we limit the functionality or services that we provide in connection with any Subscription Plan, you agree that you are not entitled to any refund.

3.3 Upgrades and Downgrades

- (a) If you Downgrade your Customer Account, the new Subscription Fees associated with the Downgrade will be charged at the next Renewal Date. As set out in clause 5.3(a), no refunds will be paid or be owing by us in respect of any unused portion of Fees paid for a superior Subscription Plan or unused or disabled number of User Accounts in respect of the Customer Account by reason of the Downgrade for the period before the next Renewal Date.
- (b) If you Upgrade your Customer Account, the new Subscription Fees associated with the Upgrade will be charged at the next Renewal Date as well as an additional pro-rata adjustment for those Fees associated with the number of days that you used the superior Subscription Plan or increased number of User Accounts before the next Renewal Date.
- (c) You acknowledge that any Downgrade may cause loss of your copyright content or trade marks including details of any products or services you sell through the Site (including description and price), photos, images, videos, graphics, written content, audio files, code, information, or other data provided or made available by you or your affiliates or Users to us or otherwise generated in connection with use of the Site (collectively, **Your Content**), or features of your Customer Account (including any User Account associated with the Customer Account) which no longer form part of your new Subscription Plan. If you choose to Downgrade, we do not accept any liability for the resulting loss of Your Content, features or capacity in relation to the Customer Account or any associated User Account.

4. Term

The period in which your rights and obligations as an Account Owner under these Terms (the **Term**):

- (a) commences on the date you become an Account Owner;
- (b) continues for a period determined by your free trial as notified to you or your paid Subscription Plan of either, one month, 12 months, or some other period offered by us and elected by you on the Site as your Term (**Initial Term**); and

- (c) except for any free trial, automatically renews and continues for a further term (**Further Term**) commencing the date immediately after the final date of the immediately preceding Initial Term or Further Term (as applicable) (**Renewal Date**) and continuing for a period equivalent to the period of the immediately preceding Initial Term or Further Term (as applicable) or some other period we may agree with you.

5. Fees

5.1 Payment of Fees

- (a) Except for any free trial, in order to be a Customer and to retain your Customer Account (including continuing access for User Accounts), you must pay to us:
 - (i) the applicable subscription fee for your Subscription Plan in advance of the commencement of your Initial Term and each Renewal Date (as applicable);
 - (ii) any fees associated with any upgrade of your service (as elected by you as the Customer) payable when directed or otherwise prior to your next Renewal Date; and
 - (iii) any other applicable fees or charges, which will be published and payable on the Site at the time you make your application for your Customer Account to be a Customer and in accordance with any other terms of your membership,

(collectively the above fees and charges are the **Subscription Fees**).

- (b) You agree to pay all incurred or recurring Subscription Fees and Messaging Fees (collectively, **Fees**) via a third party payment process provider (**Authorised Payment Provider**) nominated by us or that you have selected as your payment method on the Site (**Authorised Payment Method**) and authorises us to charge any and all Fees that are owing to us at any time under these Terms using the Authorised Payment Method. By using and making a payment through the Authorised Payment Provider, you agree to be bound by and warrant to us that you have read and agreed to the terms of use of that Authorised Payment Provider and you authorise us to share with, and receive from, the Authorised Payment Provider any information and payment instructions given by you to the extent required to complete any transactions contemplated by these Terms. We do not store any payment details on the Site or our servers.
- (c) Unless otherwise indicated, all fees and other charges (if any) are in the currency nominated by the Customer when setting up the Customer Account, or otherwise determined at the time of setting up the Customer Account.

5.2 Payment default

If payment of any Fees has not been received by us in full by the due date for payment under these Terms, we may take any of the following action (determined by us in our sole discretion):

- (a) partially or fully suspend and revoke access to, the number of Users or the Users' access to the User Accounts (the User Accounts may be reactivated upon your full payment of any outstanding Fees);
- (b) partially or fully suspend and revoke access to you and your Admin Users to the Customer Account; and
- (c) terminate the Customer Account (and therefore all User Accounts) in accordance with clause 8(b) of the Terms.

5.3 No refund of Fees

To the extent permitted by law, you agree that you will not be entitled to any discount, waiver or refund of the Fees paid or payable by you in respect of any period and for any reason, including in the event that:

- (a) you elect to Downgrade, or there are any unused services, in connection a Customer Account or User Account. For the avoidance of doubt, if the Customer chooses to Downgrade and the Subscription Fees associated with the Downgrade is lower than the Subscription Fees before the Downgrade, we will not be liable to refund the Customer the difference in Subscription Fees; or
- (b) we reduce our Fees at some future time, including (for example) a discount or promotion that we advertise on the Site for a limited time; or
- (c) your Customer Account is terminated or cancelled for any reason by us or by you, including (without limitation) for reasons of your misconduct, financial hardship or change of mind.

5.4 Changes to Fees

- (a) We reserve the right to change any of our Subscription Fees by giving you 30 days' notice. Any change of our Fees will be published on the Site or otherwise notified to you.
- (b) For the avoidance of doubt, despite clause 5.4(a), the Subscription Fees payable by you for the Initial Term or any Further Term will be the Subscription Fees that are offered to you at the time your application has been accepted by us or that apply on the Renewal Date.

5.5 Taxes

- (a) All published or quoted Fees associated with your use of GeoOp or GeoNext are published or quoted exclusive of all taxes, and the Customer indemnifies us against any claims by any tax authority for any underpayment of any sales, use, goods and services, value added or other tax or levy, and any penalties and/or interest.
- (b) GeoOp and GeoNext will be entitled to invoice you an additional amount equal to any applicable goods and services tax or value added tax that may apply in connection with any supply to you, and such amount will form part of any outstanding Fees under these Terms.

6. Customer Income through the Site

- (a) The Site may enable you to receive payment from third parties (for example, payment made to you by your customer or client) (**Customer Income**) using a third party secure payment provider, such as Stripe, Inc (**Third Party Payment Facilitator**).
- (b) By using the Site to receive any Customer Income you:
 - (i) agree to be bound by, and agree to procure the applicable third-party's consent to be bound by, the terms of service of the Third Party Payment Facilitator (which for Stripe, Inc are located at: <https://stripe.com/en-au/legal/end-users>); and
 - (ii) authorise us to share with, and receive from, the Third Party Payment Facilitator any information and payment instructions given by you to the extent required to complete any transactions enabled through the Site. We do not store any payment details on the Site or our servers.
- (c) We will not be held responsible for any loss or claims by any third-party that makes a payment of Customer Income (ie your customer or client), and you acknowledge that the indemnity in clause 2(l) includes losses, expenses or damages suffered by us in connection with any claims made against us by these third parties.

7. Limitation of Liability

You acknowledge and agree that:

- (a) your use of the Site is entirely at your own risk;
- (b) to the extent permitted by law, neither we nor the Receivers will be liable for any loss or

damage you may suffer or incur whatsoever in connection with your use of the Site including any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if you have been advised of the possibility of such damages), resulting from:

- (i) the termination or suspension of any Account;
 - (ii) the use or the inability to use the Site;
 - (iii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the services;
 - (iv) unauthorised access to or alteration of your transmissions or data;
 - (v) statements or conduct of any third party regarding the services; or
 - (vi) any other matter relating to the services or our Site;
- (c) neither we nor the Receivers are liable in any way for any third party's inappropriate use of the Site or the publication by a third party of inappropriate content on the site. The risk of any damage to you from such content rests entirely with you;
- (d) you may be entitled to remedies that cannot be excluded under the any applicable consumer law, if any services supplied by us to you fail to meet a statutory guarantee. Our liability to you is otherwise limited as set out in this clause;
- (e) in all cases where our liability has not been effectively excluded, whether by these Terms, by law or otherwise, our total liability is limited, at our option, to:
- (i) the resupply of the relevant services to you; or
 - (ii) payment of the cost of resupply of the relevant services to you; and
- (f) clause 3 of the Terms (**No personal liability of the Receivers**) applies to these Customer Specific Terms.

8. Suspension and termination of the Customer Account

- (a) You may terminate your Customer Account at any time by giving us 30 days written notice in the required form.
- (b) We reserve the right to terminate your Customer Account without prior notice, at our sole discretion, and for any reason, including but not limited to circumstances where:
- (i) any amount owing to us has not been paid in full;
 - (ii) your Customer Account has been suspended for more than 10 days;
 - (iii) you breach these Terms (including but not limited to a breach of the User Specific Terms) or any other terms, agreements or policies referred to in these Terms or contained on the Site, in any way;
 - (iv) you use the Site or you use, publish or disclose any information or material which damages, or that we consider has the potential to damage, our reputation or the reputation of any third party; or
 - (v) you use the Site or you use, publish or disclose any information or material which infringes our rights or the rights of a third party, such as privacy or intellectual property rights.

- (c) If your Customer Account is terminated in accordance with these Terms:
 - (i) we may cease Users' access to the User Account effective immediately;
 - (ii) you will not be eligible for any refund of any fees you may have paid to us, subject to clause 5.3;
 - (iii) we may determine when termination is to take effect;
 - (iv) all Fees and other amounts owing or that will become owing to us under these Terms will become immediately due and payable;
 - (v) we may decide, in our sole discretion, that you are ineligible to become a Customer at any future date; and
 - (vi) Your Content may or may not be deleted from our Site and (and associated User Accounts) and may not be recovered if and when your Customer Account is reactivated or re-established.
- (d) Neither we nor the Receivers are liable for any loss or damage following, or as a result of, termination or cancellation of your Customer Account (or any User Account), and it is your responsibility to ensure that Your Content is backed-up or replicated before termination of your Customer Account.

9. Technical support and malfunctions

- (a) We are committed to providing excellent customer service and will try to promptly address all technical issues that arise on Site. However, we will not be liable for any loss suffered as a result of any inability to use the Site (either in whole or in part).
- (b) You agree that our support team may access your Customer Account (and any User Account) from time to time in order to diagnose and fix any problems.
- (c) You acknowledge that our support team may collect your personal information when accessing your Account to fix any problems and you consent to that collection.

10. Intellectual Property

- (a) You acknowledge that we own or have rights to licence all copyright, trade marks and other intellectual property rights in the materials found on the Site. Additionally, you acknowledge that the Site contains proprietary and confidential information which is owned by us or by third parties and which is protected by applicable laws.
- (b) You grant to us a non-exclusive, transferrable, perpetual, royalty-free licence to use Your Content that you or Users (including Admin Users) input into the Site for the purposes of enabling us to perform our obligations under these Terms, record keeping, reporting, promotion of the Site and for any other reasonable and lawful purpose.
- (c) We will not use Your Content for any marketing purposes and any use of Your Content will be in compliance with the applicable privacy legislation, as set out in our Privacy Policy.
- (d) Unless otherwise expressly authorised by us, you must only use the Site and any of its contents for the purposes of using your Customer Account in accordance with these Terms. You must not use, sell or commercially exploit any of the material on the Site, including by downloading, uploading, copying, printing, broadcasting, reproducing, publishing or distributing in any other way in whole or in part any of the content on the Site, without our prior written permission.
- (e) Where you have moral rights, as defined in the *Copyright Act 1968* (Cth) or any equivalent rights under the same or similar laws, in Your Content then you irrevocably waive those rights and consent to us using Your Content in a way that may otherwise infringe those rights.

Schedule 2 User Specific Terms

1. Application of this Schedule 2

This Schedule 2 (**User Specific Terms**) applies to you if you are a User, in addition to any applicable Terms. Capitalised terms not defined in this schedule will have the meaning given to them in the Terms (which schedule these User Specific Terms).

2. User Account

- (a) To complete your User Account application, you may be required to provide us with your full legal name, business name (including registration details, where applicable), business address, phone number, a valid email address and any other information indicated as required. We may reject your application for a User Account for any reason, at our sole discretion.
- (b) You acknowledge that we will use the email address you provide on opening your User Account or as updated by you from time to time as the primary method for communication with you (**Primary Email Address**). You must monitor the Primary Email Address you provide to us and your Primary Email Address must be capable of both sending and receiving messages. Your email communications with us can only be authenticated if they come from your Primary Email Address, unless we agree otherwise.
- (c) If we accept your application to become a User:
 - (i) you may be provided with access to your User Account for the Term; and
 - (ii) upon expiration of the Term your access to your User Account will be restricted or removed or limited.
- (d) By accessing the Site or using our services through or in connection with your User Account, you:
 - (i) confirm, adopt and ratify the opening of your User Account and these Terms;
 - (ii) agree not to dispute the binding nature of these Terms between you and us; and
 - (iii) acknowledge that we may rely on the information you have given to us to administer the Site and your User Account (including but not limited the details of any individual who you have granted authority to access or administer your User Account such as via an Admin Account).
- (e) In the case where we provide you with the ability to log in to the Site using your Xero, Apple Google, Facebook account, or another sign-in option via some other third-party in accordance with the terms of use with that third-party you acknowledge that your name and email address associated with those accounts may be disclosed to, and held by, us. We will not receive your password that you use in connection with such third-party account.
- (f) You may grant Admin Users with important rights, access and controls on the Site and you:
 - (i) acknowledge that you are responsible for all actions of your Admin Users; and
 - (ii) agree that our responsibilities do not extend to the internal management or administration of your User Account in respect of your business or Users.
- (g) You will be responsible for ensuring that all information about you or provided by you to us for the purposes of opening or administering your User Account is kept up to date and included in all relevant documentation.

3. User responsibility

You understand and agree that:

- (a) your access and ability to use and access the Site may be limited or restricted by us in our sole discretion, by reference to your Subscription Plan, your conduct in connection with the Site or any other matter that we consider relevant;
- (b) your access and ability to use and access the Site may be limited or restricted by the Admin User, in the Admin User's sole discretion and for any reason;
- (c) the Customer who grants you access to the Site and any of their Admin Users may have access to Your Content and we are not responsible for how they use or disclose Your Content;
- (d) you will maintain a valid, complete and accurate personal profile for your User Account, including all required personal information and updating that profile with any changes to your personal information that may occur;
- (e) you must not permit any third party to use or access your User Account, other than an Admin User;
- (f) you will only maintain one User Account and shared email addresses will not be used for more than one User Account;
- (g) you will not email, post or submit any of Your Content which contains or encourages defamatory, indecent, menacing, illegal, unsolicited or inappropriate acts, or otherwise brings us or the Site into disrepute;
- (h) neither we nor the Receivers are responsible to you for any loss or damage caused to you or to a third-party in connection with your use of the Site including but not limited to any communications you send to a third party through the Message Functionality;
- (i) you will not publish, send to us or upload to the Site any material which contains any code or software which seeks to contaminate or destroy property of any part of the Site;
- (j) you will keep your User Account username and password details secure and will not allow other people to access your User Account. If you suspect a security breach has occurred or may occur, you will immediately notify us;
- (k) you will not use any automated means including scripts, spiders, robots, bots, crawlers or the like in connection with your use in any way of the Site;
- (l) you will receive Notifications in relation to the Site;
- (m) we are not responsible to you or to any government authority for any taxes or loss of benefits you may incur or suffer in connection with the Site;
- (n) if you access the Site from outside Australia and/or otherwise breach clause 2.1(g)(ii) you do at your risk and you are responsible for any consequences under these Terms as well as compliance with laws applicable to your accessing the Site;
- (o) you will comply with clause 4 of Schedule 3; and
- (p) Your Content may be transferred unencrypted and involve:
 - (i) transmissions over various networks; and
 - (ii) changes to conform and adapt to technical requirements of connecting networks or devices.

4. **Geolocation tracker**

You acknowledge that the Site may use geo-tracking functionality which enables you and other Users in connection with the same Customer Account to locate where you are and where you have been with reference to the location of your and other User's mobile phone devices. At all times whilst your geo-tracker is enabled you consent to us recording, owning and holding your location data and providing your location data to the Customer that has enabled your User Account, to Admin Users and other Users.

5. **Our liability**

You acknowledge and agree that:

- (a) your use of the Site is entirely at your own risk;
- (b) to the extent permitted by law, neither we nor the Receivers will be liable for any loss or damage you may suffer or incur whatsoever in connection with your use of the Site including any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if you have been advised of the possibility of such damages), resulting from:
 - (i) the termination or suspension of your User Account;
 - (ii) the use or the inability to use the Site;
 - (iii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the services;
 - (iv) unauthorised access to or alteration of your transmissions or data;
 - (v) statements or conduct of any third party regarding the services; or
 - (vi) any other matter relating to the services or our Site;
- (c) neither we nor the Receivers are liable in any way for any third party's inappropriate use of the Site or the publication by a third party of inappropriate content on the site. The risk of any damage to you from such content rests entirely with you;
- (d) you are responsible for keeping your password secure. We cannot and will not be liable for any loss or damage from any failure to maintain the security of your User Account and password; and
- (e) clause 3 of the Terms (**No personal liability of the Receivers**) applies to these User Specific Terms.

6. **Intellectual Property**

- (a) You acknowledge that we own or have rights to licence all copyright, trade marks and other intellectual property rights in the materials found on the Site. Additionally, you acknowledge that the Site contains proprietary and confidential information which is owned by us or by third parties and which is protected by applicable laws.
- (b) You assign to us any of Your Content that is input to the Site. Where you have moral rights, as defined in the *Copyright Act 1968* (Cth) or any equivalent rights under the same or similar laws, in Your Content then you irrevocably waive those rights and consent to us using Your Content in a way that may otherwise infringe those rights.
- (c) Unless otherwise expressly authorised by us, you must only use the Site and any of its contents for the purposes of using your User Account in accordance with these Terms. You must not use, sell or commercially exploit any of the material on the Site, including by

downloading, uploading, copying, printing, broadcasting, reproducing, publishing or distributing in any other way in whole or in part any of the content on the Site, without our prior written permission.

7. Suspending or terminating a User Account

- (a) You acknowledge and agree that your User Account may be terminated or suspended by either the Customer, Admin User or us, for any reason.
- (b) We may decide, in our sole discretion, that you are ineligible to become a User at any future date.
- (c) You may terminate your User Account with us at any time by following the steps provided on the Site.
- (d) If your email address becomes invalid or we are notified that our Notifications are not being received by your email address, we may suspend your User Account. In order for us to re-activate your User Account, you will need to contact us via the Site to update your email address. You will not be able to use your User Account while your User Account is suspended.
- (e) Your Content may or may not be deleted from our Site and may not be recovered if and when a Customer Account is reactivated or re-established, and we will not be liable for any resulting deletion or loss of Your Content.

Schedule 3 Messaging Terms

1. Application of this Schedule 3

- (a) If you are a:
 - (i) a Customer, all the clauses of this **Schedule 3 (Messaging Terms)** applies to you, in addition to any applicable Terms;
 - (ii) a User, clause 4 of these Messaging Terms applies to you, in addition to any applicable Terms.
- (b) Capitalised terms not defined in this **Schedule 3** will have the meaning given to them in the Terms (which incorporate these Messaging Terms as a Schedule).
- (c) You acknowledge and agree that clause 3 of the Terms (**No personal liability of the Receivers**) applies to these Messaging Terms.

2. Compliance with applicable anti-spam law

- (a) As part of your Subscription Plan, we may make available to your Users the ability to send out messages via email and SMS to third parties (such as to your customers) directly from the Site (**Message Functionality**).
- (b) If you or any User uses the Message Functionality, you and the User:
 - (i) must obtain all applicable consents from the recipient (e.g. your customers) of the email or SMS in order to comply with any applicable anti-spam, consumer or privacy laws, including that those recipients opt-in to receiving such messages. You warrant that you have complied with any applicable anti-spam, consumer and privacy law of the country where you are using our Site and sending messages with the Message Functionality. For the avoidance of doubt, the applicable laws may include (without limitation) if you are based in:
 - (A) New Zealand, the Unsolicited Electronic Messages Act 2007 (NZ);
 - (B) Australia, the *Spam Act 2003* (Cth) and *Spam Regulations 2021* (Cth);
 - (C) the United Kingdom, the Privacy and Electronic Communications (EC Directive) Regulations 2003; and
 - (D) the European Union, the *EU General Data Protection Regulation* and the *Privacy Directive 2009/136/EC*; and
 - (ii) indemnify both us and the Receivers, and keep us and the Receivers indemnified, against all actions, claims, demands, damages, liabilities, expenses (including legal fees on a solicitor-client basis) or losses that may be made against us or the Receivers or suffered or incurred by us or the Receivers, in connection with your use of the Message Functionality, including (without limitation) any breach or alleged breach of any applicable anti-spam, consumer or privacy law in connection in connection with your use of the Message Functionality.

3. Payment of Messaging Fees

If you or any User uses the Message Functionality, you must pay us the applicable fees associated with using the Message Functionality (as published by us or otherwise disclosed to you from time to time) immediately when we require payment (**Messaging Fees**). For the avoidance of doubt, any use by any User of the Message Functionality that incurs any Messaging Fees will be payable by you, as and when required by us.

4. Standards for Message Content

- (a) The content standards in this clause 4 apply to any and all Customer or User content in respect of any email or SMS message that is issued via our Site to your customers (**Message Content**). Message Content must comply with all applicable laws.
- (b) You and each of your Users warrant that your Message Content will not:
 - (i) contain any material which is defamatory, obscene, abhorrent, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable;
 - (ii) contain or promote sexual or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
 - (iii) infringe any patent, trade mark, trade secret, copyright or other intellectual property or other rights of any other person;
 - (iv) violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these terms and our Privacy Policy;
 - (v) be likely to deceive any person;
 - (vi) promote any illegal activity, or advocate, promote or assist any unlawful act;
 - (vii) cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person;
 - (viii) impersonate any person, or misrepresent your identity or affiliation with any person or organisation, including with us;
 - (ix) involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising; or
 - (x) give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.
- (c) Whenever you make use of a feature that allows you to upload content to our Site, or to make contact with other users of our Site, you and your Users must comply with the content standards in this clause 4.
- (d) You and your Users warrant that any such contribution complies with these standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty. We may report any breach of your warranty to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Site will cease immediately.

Date of Terms: 30th September 2024