

# OUR CUSTOMER TERMS CLOUD SERVICES – DAZYCHAIN

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# OUR CUSTOMER TERMS CLOUD SERVICES – DAZYCHAIN

Certain words are used with the specific meanings set out below or in the General Terms section of Our Customer Terms.

## 1 ABOUT THE DAZYCHAIN SECTION

- 1.1 This is the Dazychain section of Our Customer Terms.
- 1.2 Provisions in other parts of the Cloud Services section also apply. See section one of the General Terms of the Cloud Services section at <http://www.telstra.com.au/customer-terms/business-government/cloud-services> for more detail on how the various parts of the Cloud Services section are to be read together.
- 1.3 Unless you have entered into a separate agreement with us which excludes them, the General Terms section of Our Customer Terms also applies. See section one of the General Terms section of Our Customer Terms at <http://www.telstra.com.au/customer-terms/business-government/cloud-services> for more detail on how the various sections of Our Customer Terms are to be read together.

## 2 YOUR DAZYCHAIN SERVICE

**Dazychain is not available for purchase by new customers from 21 September 2018. Existing customers can continue on their applicable terms until further notice.**

### What is Dazychain?

- 2.1 The Dazychain service is a software as a service application that optimises and automates how businesses find, select and work with professional service providers.

### Eligibility

- 2.2 The Dazychain service is available through the Telstra Apps Marketplace. To use the Telstra Apps Marketplace, you need an internet connection, and need to create an account in the Telstra Apps Marketplace (located at [marketplace.telstra.com](http://marketplace.telstra.com)). You also need to meet any minimum system requirements to use the Telstra Apps Marketplace.
- 2.3 The Telstra Apps Marketplace part of the Cloud Services section of Our Customer Terms (available at <http://www.telstra.com.au/customer-terms/business-government/cloud-services>) governs your use of the Telstra Apps Marketplace.

### Telstra Customers

- 2.4 The Dazychain service is not available to Telstra Wholesale customers or for resale.
- 2.5 You must ensure that only your authorised users use the Dazychain service which you have purchased.

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### 3 FEATURES, PLANS AND CHARGES

- 3.1 The full description of the Dazychain service and its features is available at <https://www.dazychain.com> and in the Telstra Apps Marketplace.
- 3.2 The Dazychain service is available in four month-to-month plans: Casual Plan, Starter Plan, Medium Plan and Pro Plan. We may change these plans or introduce new plans from time to time.
- 3.3 The details, charges, requirements and storage fees for each plan are set out in the Telstra Apps Marketplace.
- 3.4 The applicable fees for your Dazychain service are payable monthly in advance.

### 4 YOU MAY CHANGE OR CANCEL YOUR SERVICE

- 4.1 You may upgrade or downgrade your Dazychain service at any time through the Telstra Apps Marketplace.
- 4.2 You may cancel your Dazychain service at any time through the Telstra Apps Marketplace. There are no Early Termination Charges for your Dazychain service.

### 5 WE MAY SUSPEND AND CANCEL YOUR SERVICE

- 5.1 Any rights for us to suspend or terminate your subscription or service are in addition to our rights to suspend or terminate your subscription or service under the Cloud Services – General Terms and General Terms sections of Our Customer Terms.
- 5.2 We may cancel your Dazychain service at any time by giving you 30 days' written notice.
- 5.3 We may suspend your use of the Dazychain service without notice if:
  - (a) you commit any breach of sections 6 or 7. We will lift the suspension when the breach has been remedied or has otherwise ceased; or
  - (b) we suffer an intentional or unintentional denial of service network attack from your servers. We will lift the suspension when the denial of service network attack has been remedied or has otherwise ceased.
- 5.4 If you:
  - (a) commit a breach of this Dazychain section of Our Customer Terms and, if the breach is capable of being remedied, do not remedy the breach within 14 days after receiving notice of the breach;
  - (b) fail to pay the applicable fees for your Dazychain service;
  - (c) commit a breach of this Dazychain section of our Customer Terms that is not capable of being remedied; or

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- (d) you or your business becomes insolvent;

we may take any or all of the following actions, at our sole discretion:

- (e) cancel your Dazychain service;
- (f) suspend for any definite or indefinite period of time your use of the Dazychain service; or
- (g) cancel or suspend your Dazychain service in respect of any or all other persons whom you have authorized to have access to your information or data in your Dazychain service.

5.5 You will still have to pay the applicable fees for your Dazychain service during the suspension period.

## 6 SYSTEM CONFIDENTIALITY

6.1 You have to take reasonable efforts to:

- (a) maintain the confidentiality of your Dazychain service passwords; and
- (b) immediately notify us if you become aware of any unauthorised use of your Dazychain account or other breach of security.

## 7 USE OF THE APPLICATION

7.1 You are responsible for all data you or your authorised users enter in or upload to your Dazychain service (**Data**) and for the quality and results of all third party services you might acquire or use through your Dazychain service.

7.2 When using your Dazychain service, you must comply with all applicable laws and you agree to:

- (a) comply with the laws of Australia that apply to the export or transmission of technical data through the Dazychain service;
- (b) not use the Dazychain service for illegal or unethical purposes;
- (c) not intentionally interfere or disrupt networks connected to the Dazychain service;
- (d) not intentionally disrupt or interfere with any other user's usage of the Dazychain service;
- (e) not intentionally upload, post, or otherwise transmit through the Dazychain service offensive, defamatory or illegal material or any viruses or other harmful, disruptive, or destructive files;
- (f) not create a false identity;
- (g) not use or attempt to use another's account or password;

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- (h) not intentionally disrupt or interfere with the security of, or otherwise cause harm to, the Dazychain service, system resources, accounts, passwords, servers, or networks connected to or accessible through the Dazychain service or any affiliated or linked sites;
- (i) not attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to for the Dazychain service; and
- (j) not use any data mining, robots or similar data gathering and extraction methods in connection with the Dazychain service.

## 8 COMMUNICATION CONDITIONS

- 8.1 If you use any communication tools available through the Dazychain service (such as any forum, chat room or message center) or publish any ratings, you will only do so for lawful and legitimate purposes. You must not use any such communication tool for posting or disseminating any material unrelated to the proper use of the Dazychain service, including (but not limited to): unsolicited commercial e-mail, files that may damage any other person's computing devices or software, content that may be offensive to any other users of the Dazychain service or dazychain.com website, or material in violation of any law (including material that is protected by copyright or trade secrets which you do not have the right to use).
- 8.2 When you make any communication or publish any ratings on or through the Dazychain service you represent that you are permitted to make such communication or publication. We are under no obligation to ensure that the communications on the Dazychain service are legitimate or that they are related only to the proper use of the Dazychain service. We have the right, but not the obligation, to remove or modify any communication or rating at any time in our sole discretion.

## 9 INDEMNITY

- 9.1 You indemnify us and our third party service provider against all claims, costs, damage and loss arising from:
  - (a) your breach of this Dazychain section of Our Customer Terms, or any obligation you may have to us, including (but not limited to) any costs relating to the recovery of any fees that are due but unpaid;
  - (b) your inputting of Data, the publication of any rating, your use of and reliance upon Data and your acquisition and use of all services you might engage using the Dazychain service;
  - (c) any claims made against you in the capacity of an organization administering a market in the Marketplace;
  - (d) our refusal to provide any person access to your information or your Data in accordance with this Dazychain section of Our Customer Terms; and
  - (e) our making available your information or Data to any person with your authorisation.

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## 10 INTELLECTUAL PROPERTY AND DATA

- 10.1 All Intellectual Property Rights in the Dazychain service, the dazychain.com website and any documentation relating to the Dazychain service remain our property (or property of our licensors).
- 10.2 You own your Data and all Intellectual Property Rights in it. However, your access to your Data (other than any personal information within the meaning of the *Privacy Act 1988* (Cth)) is dependent on your paying all applicable fees for your Dazychain service.
- 10.3 You grant us and our third party service provider a licence to use, copy, transmit, store and back-up your information and your Data for the purposes of enabling you to access and use the Dazychain service and for any other purpose related to the provision of services to you by us.
- 10.4 You must maintain copies of all your Data inputted into your Dazychain service. We will adhere to our policies and procedures (and the policies and procedures of our third party service provider) to prevent data loss, including a daily data back-up system but we do not guarantee that there will be no loss of Data. We expressly exclude liability for any loss of Data by causes beyond our control, except to the extent the loss is caused or contributed to by us.

## 11 THIRD PARTY APPLICATIONS

- 11.1 By enabling any third party applications to be integrated with the Dazychain service you confirm that you have read and accept the terms and conditions for the use of those applications.
- 11.2 If you require third-party applications for use in conjunction with your use of the Dazychain service you authorise us to allow the providers of the third-party applications to access your Data as required for the proper operation of the third-party applications. We will not be responsible for any disclosure, modification or deletion of your Data resulting from any such access by third-party application providers.

## 12 NO WARRANTIES

- 12.1 To the extent permitted by law and subject to section 13:
  - (a) the provision of access to and use of the Dazychain service is on an "as is" basis. We do not warrant that the use of the Dazychain service will be uninterrupted or error free. Among other things, the operation and availability of the systems used for accessing the Dazychain service, including public telephone services, computer networks and the Internet, can be unpredictable and may from time to time interfere with or prevent access to the Dazychain service. We are not responsible for any such interference or prevention of your access or use of the Dazychain service;
  - (b) you acknowledge and agree that the Dazychain service is integrated with a number of third party services including without limitation database providers, cloud file systems for document management, application hosting, messaging, emails and SMS, and that we give no

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warranty about those third party services and we exclude all terms, conditions and warranties implied or imposed by custom, the general law or statute, except to the extent that any such exclusion would contravene any statute or cause any part of these Terms to be void;

- (c) we do not warrant that the Dazychain service or associated third party services will meet your requirements or that it or they will be suitable for any particular purpose; and
- (d) all implied conditions, warranties or statutory guarantees are excluded, including (without limitation) as to merchantability, fitness for purpose, title and non-infringement.

12.2 The Marketplace aspect of the Dazychain service is operated by other users of Dazychain and we give no warranties about the validity of any ratings and you should make your own inquiries to your own satisfaction when engaging with a buyer or seller.

### 13 CONSUMER GUARANTEES

13.1 Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

13.2 You warrant and represent that you are acquiring the right to access and use the Dazychain service for the purposes of a business and not personal, domestic or household use or consumption.

13.3 If the *Competition and Consumer Act 2010* (Cth) or any other legislation states that there is a guarantee in relation to the Dazychain service, and our liability for failing to comply with that guarantee cannot be excluded but may be limited, sections 12, 13.2 and 14 do not apply to that liability and instead our liability for such failure is limited (at our election) to, in the case of a supply of goods, our replacing the goods or supplying equivalent goods or repairing the goods, or in the case of a supply of services, our supplying the services again or paying the cost of having the services supplied again.

### 14 LIMITATION OF LIABILITY

14.1 To the maximum extent permitted by law and subject to section 13, we or our third party service provider exclude all liability and responsibility to you or a third party for breach of contract, negligence or otherwise, for any loss (including loss of information, Data, profits and savings) or damage resulting, directly or indirectly, from any use of the Dazychain service, except for failure to take reasonable care to secure your confidential information against breaches of privacy.

### 15 DAZYCHAIN SERVICE AVAILABILITY

15.1 You acknowledge and agree that on occasions the Dazychain service will be unavailable to permit maintenance or other development activity to take place.

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- 15.2 If for any reason we, or our third party service provider, have to interrupt your access to the Dazychain service for longer periods than we would normally expect, we or our third party service provider will use reasonable endeavours to publish in advance details of such activity on the dazychain.com website.
- 15.3 To the maximum extent permitted by law and subject to section 13, we will not be liable to you or any person registered as an organization on the Dazychain service and associated with you, or any third party for any modification, suspension or discontinuance of the Dazychain service.

### 16 DEFINITIONS

In this Dazychain section of Our Customer Terms, the terms set out below have the following meaning:

**Intellectual Property Right** means any patent, trade mark, service mark, copyright, moral right, right in a design, know-how and any other intellectual or industrial property rights, anywhere in the world whether or not registered.

**Marketplace** consists of selected buyers and sellers identifiable using profile search terms which are maintained and provided on the Dazychain service as part of that market by the Marketplace Owner.

**Marketplace Owner** means an organization administering a market in the Marketplace.