

OUR CUSTOMER TERMS

CLOUD SERVICES – Telstra Trades Assist

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

1 ABOUT THE TELSTRA TRADES ASSIST SECTION

- 1.1 This is the Telstra Trades Assist section of Our Customer Terms. Depending on the nature of the products and services you are receiving under this Cloud Services section, provisions in other parts of the Cloud Services section, as well as in the General Terms of Our Customer Terms at <http://www.telstra.com.au/customer-terms/business-government/index.htm>, may apply.
- 1.2 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 of Our Customer Terms at <http://www.telstra.com.au/customer-terms/business-government/index.htm> for more detail on how the various sections of Our Customer Terms are to be read together.
- 1.3 See section one of the General Terms of the Cloud Services section for more detail on how the various parts of the Cloud Services section are to be read together.

2 TELSTRA TRADES ASSIST SERVICE

What is Telstra Trades Assist?

- 2.1 The Telstra Trades Assist service is an online asset and job management solution for trades businesses. It simplifies and automates many day-to-day business activities and enables informed business decisions with data driven insights. Its features include:
 - (a) asset and contract management;
 - (b) quote and invoicing management;
 - (c) job/work planning;
 - (d) work checklists;
 - (e) reporting and business intelligence;
 - (f) customer tracking and customer service level alerts;
 - (g) scheduling and dispatch;
 - (h) resource management; and
 - (i) job management and scheduling.
- 2.2 The Telstra Trades Assist service offers the ability to capture GPS location information. Due to the nature of GPS systems and the fact that we must obtain some of the data from other sources, we do not promise that the location information or data will be accurate, error free, complete or up to

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date. We do not promise that the GPS functionality will be available for use at all times.

2.3 The Telstra Trades Assist service consists of:

- (a) the **Telstra Trades Assist mobile app**, which is accessible on compatible mobile devices with an internet connection; and
- (b) the **Telstra Trades Assist web-based portal**, which is accessible on a computer with a compatible operating system and browser, and with an internet connection.

Eligibility and access

2.4 To access and use the Telstra Trades Assist service, you must:

- (a) have a current and valid Australian Business Number;
- (b) purchase a Telstra Trades Assist User Licence for each User of the Telstra Trades Assist service. Each User Licence can be used across multiple compatible devices;
- (c) have, and ensure your Users have a compatible mobile device with an active internet connection (a list of current compatible operating systems will be set out in the Telstra Apps Marketplace and any other source we specify from time to time); and
- (d) download and activate, and ensure that your Users download and activate, the Telstra Trades Assist application to that device (data charges may apply to download and use the Telstra Trades Assist service).

2.5 Each User requires a separate User Licence. A separate login with a unique email address will be required for each User Licence. You may have more than one User Licence on your account at any time.

2.6 All administrative functions are available on the Telstra Trades Assist web-based portal. Some administrative functions are available on the Telstra Trades Assist mobile app.

2.7 The Telstra Trades Assist service is available through the Telstra Apps Marketplace. To use the Telstra Apps Marketplace, you need:

- (a) an internet connection;
- (b) to create an account in the Telstra Apps Marketplace (if you haven't already done so) and agree to the terms and conditions; and
- (c) to meet any minimum system requirements required to use the Telstra Apps Marketplace.

2.8 The Telstra Apps Marketplace part of the Cloud Services section of Our Customer Terms (available at

<https://www.telstra.com.au/customerterms/business->

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[government/cloudservices](#)) governs your use of the Telstra Apps Marketplace.

3 SUBSCRIPTIONS, TERM AND USER LICENCES

3.1 You can choose between:

- (a) a 24-month paid subscription (**Paid Subscription**); and
- (b) a one-month trial subscription (**Trial Subscription**).

3.2 When you take up the Telstra Trades Assist service, you automatically receive one initial User Licence (**Initial User Licence**). The Initial User Licence is an administrator User Licence that will allow you to manage your Telstra Trades Assist service. If your Initial User Licence is terminated or cancelled for any reason, your Telstra Trades Assist service will automatically be terminated.

Paid Subscription

3.3 When you first take a Paid Subscription, subject to clause 3.8, the first 30 days after your Initial User Licence is activated (**Paid Subscription Trial Period**) will be a trial period and you will not be charged for your Telstra Trades Assist service for that Paid Subscription Trial Period. At the end of the Paid Subscription Trial Period, your Telstra Trades Assist service will automatically convert to a paid service unless you notify us you wish to terminate your Telstra Trades Assist service before the end of the Paid Subscription Trial Period.

3.4 Unless you have taken up a Trial Subscription (see clause 3.6), your Paid Subscription commences on the date the Paid Subscription Trial Period ends and continues for 24 months (**Minimum Term**). At the end of the Minimum Term, your Paid Subscription for the Telstra Trades Assist service will continue on a month-to-month basis.

3.5 During the Term, you may add or remove additional User Licences. Each additional User Licence commences on the date it is activated and continues until it is terminated or cancelled, or until your Telstra Trades Assist service is terminated or cancelled.

Trial Subscription

3.6 When you take up a Trial Subscription:

- (a) you will receive a 30-day trial period (from the date your Initial User Licence is activated) to use the Telstra Trades Assist service, during which we will not charge you for the Telstra Trades Assist service; and
- (b) your Telstra Trades Assist service (and all your User Licences) will automatically be terminated at the end of that 30-day period.

3.7 You will need to take up a Paid Subscription within 14 days of the end of your Trial Subscription if you want to continue using the Telstra Trades Assist service after the 30-day period.

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- 3.8 If you take up a Paid Subscription after the end of a Trial Subscription, the Paid Subscription Trial Period will not apply and the Minimum Term will begin on the date your Paid Subscription begins.

4 CHARGES AND EARLY TERMINATION CHARGES

Charges

- 4.1 The monthly charges for your Telstra Trades Assist service are set out in the Telstra Applications Marketplace (or any other website as we determine). Your Initial User Licence is charged in advance at the beginning of the Minimum Term for your Telstra Trades Assist service with any additional User Licences payable in arrears.
- 4.2 If your Minimum Term commences in the middle of a billing period, we will charge you a pro-rata amount for the relevant part of the month for your Initial User Licence. If you add or remove any additional User Licence during any billing period, you will be charged for that User Licence at the end of that billing period as if it had been active for the whole billing period.
- 4.3 Additional charges may apply to your use of the Telstra Trades Assist service or any other service or product you use in connection with the Telstra Trades Assist service.
- 4.4 Data and internet connectivity services are not included in your Telstra Trades Assist service. You are responsible for acquiring and paying the relevant fees for all data and internet connectivity services your Users require to use the Telstra Trades Assist service.

Early termination charges

- 4.5 If your Initial User Licence is cancelled or terminated (other than for our breach) before your Minimum Term has ended, we may charge you an Early Termination Charge (**ETC**). The ETC is calculated as 65% of the applicable monthly charge for your Initial User Licence multiplied by the number of remaining months in your plan Term.

5 USE AND RESTRICTIONS

- 5.1 You are responsible for:
- (a) any use of the Telstra Trades Assist service in connection with any of your User Licences by you, your Users, or any third party you have allowed to access The Telstra Trades Assist service; and
 - (b) ensuring that your credentials, login details and passwords in relation to The Telstra Trades Assist service are kept confidential.
- 5.2 You must not, and must ensure that your Users do not, use The Telstra Trades Assist service for any purpose other than for your internal business purposes.
- 5.3 You must use, and must ensure that your Users use, the Telstra Trades Assist service in compliance with:

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- (a) all applicable local, state, national, and international laws, rules and regulations, including any laws regarding the transmission of technical data exported from your country of residence; and
 - (b) the terms of this Telstra Trades Assist section of Our Customer Terms.
- 5.4 You must not, and will not permit or encourage any person (including your Users) to:
- (a) use the Telstra Trades Assist service for any illegal or malicious means or to upload, transmit or otherwise distribute any content that is unlawful, defamatory, harassing, abusive, fraudulent, obscene, contains viruses or that is otherwise objectionable (as determined by us or our third party supplier in our/their sole discretion);
 - (b) upload, transmit or otherwise distribute content that infringes upon another party's intellectual property rights or other proprietary, contractual or fiduciary rights or obligations;
 - (c) use the Telstra Trades Assist service in any way that is likely to subject us or our third party provider to liability;
 - (d) prevent others from using the Telstra Trades Assist service;
 - (e) copy, reproduce, modify, adapt, reverse-engineer, disassembling or decompile the Telstra Trades Assist service in whole or in part; or
 - (f) use the Telstra Trades Assist service for:
 - (i) high-risk or emergency applications, or where the accuracy, availability and reliability of the Telstra Trades Assist service are essential to you or any other person; or
 - (ii) any form of law enforcement; or
 - (g) sell, resell, rent, loan, license or lease the Telstra Trades Assist service, or otherwise make the Telstra Trades Assist service available to any third party other than your Users in accordance with this Telstra Trades Assist section of Our Customer Terms.

6 YOUR RESPONSIBILITIES

- 6.1 You must ensure that a User Licence is allocated to an administrator, who is responsible for managing initial setup tasks. Some features of the Telstra Trades Assist service are only available to administrators.
- 6.2 You must:
- (a) use, and ensure your Users use, the GPS maps feature of Telstra Trades Assist service prudently and visually verify streets, roads, road signs, directions, weather conditions and traffic conditions; and
 - (b) create and assign the appropriate checklists for your Users, such as safety checklists within the Telstra Trades Assist application. We are

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not responsible for providing or assigning such checklists or for ensuring that your Users comply with the relevant checklists.

7 THIRD PARTY APPLICATIONS AND INFORMATION

7.1 You acknowledge and agree that the Telstra Trades Assist service may interact with Third Party Applications or require Third Party Providers (other than the Third Party Providers we use to provide you with The Telstra Trades Assist service) to be used to provide particular features or functionality within the Telstra Trades Assist service. Where you or your Users interact with any of those Third Party Applications or Third Party Providers, you acknowledge and agree that:

- (a) we make no representations or warranties relating to those Third Party Providers or the Third Party Applications;
- (b) the Third Party Providers and us are not partners, joint venturers, representatives or agents of each other;
- (c) the inclusion of any link to or integration with any Third Party Application does not constitute or imply any affiliation with, or sponsorship, endorsement or approval by us of the Third Party Provider or Third Party Application;
- (d) you agree to and must abide by, and must ensure that each User agrees to and abides by, any terms and other obligations imposed upon you by such Third Party Provider;
- (e) access to and use of Third Party Applications, or any information provided to or accessed by you or your Users by any Third Party Provider or through any Third Party Application, is at your risk and we are in no way responsible for any loss or damage that may result from your use of or access to such Third Party Application or information, despite the fact that any such Third Party Application or information may interface with or be available through The Telstra Trades Assist service;
- (f) the Third Party Providers may have practices, terms and policies, including those relating to privacy or data security, that are different from ours. We are not responsible for these practices, terms and policies and specifically disclaim any liability for any of them; and
- (g) we are not responsible for and have no obligation to provide you with any assistance or support in relation to the functioning or operation of the Third Party Applications.

7.2 To access stock levels and pricing of Third Party Providers (other than the Third Party Providers we use to provide you with The Telstra Trades Assist service), and to order goods or services from such Third Party Providers, you may need to accept additional terms and conditions imposed by the relevant Third Party Provider and enter into a separate agreement with that Third Party Provider.

7.3 Any additional service you acquire from Third Party Providers (other than Third Party Providers we use to provide you with The Telstra Trades Assist

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service) is acquired on terms between you and the Third Party Provider, not us. This includes accounting, payment and insurance providers.

8 YOUR DATA

- 8.1 You are solely responsible for the data and content you or your Users store, send and receive using the Telstra Trades Assist service.
- 8.2 You acknowledge and agree that:
- (a) any documents, forms and other information that you and your Users create or share using the Telstra Trades Assist service may be stored by our third party supplier or their suppliers;
 - (b) we will take all reasonable steps to keep your information confidential and act in accordance with our Privacy Statement (available at <http://www.telstra.com.au/privacy/index.htm>), but we will disclose your information, including personal information about you and your Users, if we need to in order to deliver the Telstra Trades Assist service to you, or if we are required to by law; and
 - (c) data transmission over the Internet is not totally secure, and while we aim to protect such information, we do not warrant and cannot ensure the security of any information that you transmit using the Telstra Trades Assist service and you do so at your own risk.
- 8.3 We delete all copies of any data and information stored in connection with your User Licences within 3 months of termination or cancellation of your last User Licence or as otherwise negotiated with Telstra. This is to provide you sufficient time should you wish to restart the service through a new subscription and restore this data and information for your new subscription service. You are responsible for extracting and backing up your data and information. You will not be able to access or retrieve your data and information after expiry of that period.
- 8.4 Other than for the purpose of set up and implementation of the Telstra Trades Assist service, at no time do we or our third party supplier have any ownership interest in or to any of the data or information you or your Users input into the Telstra Trades Assist service (**Data**). All title to, responsibility for and control over the Data will remain with you. We do not make any guarantee that there will be no loss of Data.
- 8.5 By subscribing to the Telstra Trades Assist service you consent to us sending to our third party suppliers who may be located overseas, your Data, the location of your Users and your personal information (including but not limited to your contact details including your name, email address and phone number), to allow them to provide you with support and to assist us to provide the Telstra Trades Assist service to you.
- 8.6 You must ensure that you have obtained all consent and made all disclosure required to allow us to collect, use and disclose:
- (a) your and your Users' personal information;

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(b) and other information or data you or your Users provide or make available to us in connection with the Telstra Trades Assist service, in accordance with this Telstra Trades Assist section of Our Customer Terms.

8.7 Our Privacy Statement sets out how we may collect, use and disclose your personal information. A copy of this statement can be obtained at <http://www.telstra.com.au/privacy/index.htm>.

8.8 If you enable Third Party Applications for use with the Telstra Trades Assist service, you agree that we or our third party supplier may allow providers of those Third Party Applications to access your Data as required for the inter-operation of such Third Party Applications with the Telstra Trades Assist service.

8.9 We are not liable to you or to any third party for any modification or deletion of Your Data, no matter how caused.

9 AUDIT

9.1 We or our third party supplier reserve the right, but shall have no obligation, to investigate your and your Users' use of the Telstra Trades Assist service in order to determine whether a violation of these terms has occurred or to comply with any applicable law, regulation, legal process or governmental request.

10 INTELLECTUAL PROPERTY RIGHTS

10.1 You do not receive any ownership of or rights in respect of the intellectual property in the Telstra Trades Assist service or any related documentation, any intellectual property in any materials created as a result of the performance of the Telstra Trades Assist service or any improvement or modification to the Telstra Trades Assist service. Any intellectual property in respect of the Telstra Trades Assist service or related documentation that is created by or vests in you during the Term is assigned to us or our third party service provider immediately upon the Intellectual Property being created or vesting in you and you agree to do all things and execute all documents as are reasonably necessary to effect such assignment.

10.2 We grant you a limited, non-exclusive, non-transferable and revocable licence to use the Intellectual Property in the Telstra Trades Assist service and related documentation solely to the extent necessary for you to receive and use the Telstra Trades Assist service. Unless revoked earlier by us, the licence granted under this section 10.2 terminates immediately upon the termination of your Telstra Trades Assist service.

11 LIABILITY AND INDEMNITY

11.1 Subject to the rights and obligations under the Australian Consumer Law which cannot be excluded:

(a) you understand and agree that the Telstra Trades Assist service is provided on an "as is" and "as available" basis. We and our third party providers disclaim any and all responsibility and liability for the

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availability, timeliness, security or reliability of the Telstra Trades Assist service;

- (b) we reserve the right to modify, suspend or discontinue the Telstra Trades Assist service (or any part of it) with or without notice at any time. We will not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Telstra Trades Assist service;
- (c) we and our third party providers do not warrant or represent that:
 - (i) the Telstra Trades Assist service will meet your specific requirements;
 - (ii) the Telstra Trades Assist service will be uninterrupted, timely, secure or error-free;
 - (iii) the results that may be obtained from the use of the Telstra Trades Assist service will be accurate or reliable;
 - (iv) the quality of any products, services, information, or other material purchased or obtained by you through the Telstra Trades Assist service will meet your expectations; or
 - (v) any errors in the Telstra Trades Assist service will be corrected.

To avoid doubt, all express or implied conditions, warranties or representations are excluded in so far as permitted by law, including (without limitation) warranties of merchantability, fitness or suitability for purpose, title and non-infringement.

- 11.2 You agree that, to the maximum extent permitted by law, we are not liable for any indirect, incidental, special, or consequential loss (including but not limited to unauthorised access to your Data or the Telstra Trades Assist service, computer virus damage, loss of Data, profits, business, goodwill, income and anticipated savings) or damage resulting from the use of, or reliance on the Telstra Trades Assist service.
- 11.3 You agree that, to the maximum extent permitted by law, if you suffer loss or damage as a result of our negligence or failure to comply with these terms, any claim by you against us or our third party providers arising from our negligence or failure will be limited, in respect of any one incident, or series of connected incidents, to an amount equivalent to the total amount of monthly charges that you have paid to us for each User Licence that you have purchased from us.
- 11.4 We and our third party providers are not liable to you for any delay in or failure to provide the Telstra Trades Assist service arising in connection with:
 - (a) circumstances beyond our control or the control of our third party providers; or
 - (b) force majeure, including labour unrest or strikes, accidents, earthquakes, floods, or other acts of God.

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- 11.5 You agree to indemnify, and will keep indemnified, us and our third party service provider against all forms of liability, actions, proceedings, demands, costs, charges and expenses which we or our third party service provider may incur or be subject to or suffer as a result of:
- (a) your use of the Telstra Trades Assist service and/or the Telstra Trades Assist mobile app or web-based portal in breach of this Telstra Trades Assists section of Our Customer Terms;
 - (b) any negligent act or omission by you or your Users in connection with your or your Users' use of the Telstra Trades Assist mobile app or web-based portal; or
 - (c) any breach of clauses 5.3 and 5.4(c) by you or your Users.

12 SUPPORT

- 12.1 You and your Users will receive the Standard Support Service to manage Requests and Incidents with your Telstra Trades Assist service, at no extra cost. Additional fees apply for Premium Support Services, however, from time to time we may elect (at our sole discretion) to provide Premium Support Service to you at a reduced fee or no additional fee. If additional fees apply, we will notify you in advance.
- 12.2 We and our third party suppliers will use best endeavours to provide support to you in relation to your Telstra Trades Assist service and in accordance with the table below. You acknowledge and agree that the service levels set out in the table below are targets only, and that we will aim to but cannot guarantee that we will meet those targets.

	Standard Support Service	Premium Support Service
How you or your Users can access support	Email: support@tradesassist.com	<ul style="list-style-type: none"> • Email: support@tradesassist.com • Phone: 1800 786 961 • Video chat: Boomtown Connect App • Live-chat: Boomtown Connect App
Support hours	9am to 6pm AEST on weekdays.	7am to 7pm AEST on weekdays and weekends.
How the support will be provided to you or your Users	By email	By phone, email, live-chat or video conference
Incident response times	<ul style="list-style-type: none"> • Severity 1: Within 4 business hours • Severity 2: Within 8 business hours • Severity 3: Within 1 business day 	<ul style="list-style-type: none"> • Severity 1: Within 1 business hour • Severity 2: Within 2 business hours • Severity 3: Within 4 business hours

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- 12.3 We and our third party suppliers will not support Incidents or errors caused by:
- (a) third party hardware or software, or internet-related issues, which are not also supported by us;
 - (b) use of the Telstra Trades Assist service in breach of these terms; or
 - (c) use of the Telstra Trades Assist service other than in accordance with a user guide or our reasonable instructions.

13 ONBOARDING

- 13.1 You may choose to receive the following optional one-off Onboarding Services to help you configure and use the Telstra Trades Assist service:
- (a) Integration and Setup (further described in clauses 13.5(a) and 13.5(b));
 - (b) Data Load (further described in clauses 13.5(c) to 13.5(h));
 - (c) Training (further described in clauses 13.5(i) and 13.5(j)); and/or
 - (d) Business Acumen (further described in clauses 13.5(k) to 13.5(n)),
(Onboarding Services).
- 13.2 Additional fees apply in relation to the Onboarding Services (or each element of the Onboarding Services), however, from time to time we may elect (at our sole discretion) to provide Onboarding Services (or any element of the Onboarding Services) to you at a reduced fee or at no additional fee.
- 13.3 These Onboarding Services will be delivered:
- (a) between 8am and 6pm AEST on weekdays;
 - (b) by us or our third party suppliers;
 - (c) remotely to a compatible phone and/or software collaboration tools with internet connection. You or your Users may need to download screen sharing tools to use the Onboarding Services. We will not deliver Onboarding Services in person to physical premises; and
 - (d) on a one-off basis (for each component of the Onboarding Services) and in any case within the first 90 days after your Initial User Licence is first activated.
- 13.4 We or our third party suppliers may require You or your Users to:
- (a) complete preparation tasks before the Onboarding Services are delivered. Failure to complete preparation tasks may prevent some or all Onboarding Services from being delivered; and
 - (b) provide information about, or access to, third party applications You or your Users have access to during the delivering of Onboarding

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Services. Failure to provide such information or access may prevent the Onboarding Services from being delivered.

13.5 The Onboarding Services are further described below:

Integration and Setup

- (a) You and your Users will be provided with assistance to configure supported features of the Telstra Trades Assist service and integrate it into supported applications.
- (b) We will not create nor modify any checklists you or your Users create in connection with the Telstra Trades Assist service.

Data Load

- (c) You and your Users will be provided with assistance to extract, prepare and load data from your and your User's existing electronic databases into the Telstra Trades Assist web-based portal. Such data may be commercially-sensitive and consist of personal information, and relate to you and your Users' (or third parties') business records, quotes, jobs, pricing and staff (**Onboarding Data**).
- (d) You consent to our use of the Data to provide the Onboarding Services and the Telstra Trades Assist service to you and your Users. You agree to obtain the consent of your Users for this purpose.
- (e) You warrant that you and your Users have obtained the express consent of any third parties to whom the Onboarding Data relates to disclose their Onboarding Data to us and to enable us to provide the Onboarding Services and the Telstra Trades Assist service to you and your Users.
- (f) We and our third party suppliers will use best endeavours to accurately load the Onboarding Data into the Telstra Trades Assist service. We cannot guarantee complete accuracy nor that the upload will be complete during the conversion process. You and your Users are responsible for ensuring and confirming that the Onboarding Data has been loaded correctly and accurately.
- (g) The delivery time for the Onboarding Data load will depend on the complexity of the extraction and preparation of the Onboarding Data. This will be assessed and communicated prior to the delivery of the Onboarding Data load service.
- (h) You acknowledge that:
 - (i) Onboarding Data load excludes digitisation and data entry of historical paper records; and
 - (ii) we will not support integrations with unsupported or unlicensed third party applications or services.

Training

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- (i) You and your Users will be provided with training on the use of the Telstra Trades Assist mobile app and web-based portal.
- (j) Training will be delivered over two scheduled sessions and will be focussed on:
 - (i) *Manager Training*: teaching you and your Users how to use the features of the Telstra Trades Assist web-based portal; and
 - (ii) *Worker Training*: teaching you and your Users how to use the features of the Telstra Trades Assist mobile app.

Business Acumen

- (k) You and your Users will be provided with digital content that aims to teach business skills to trades businesses.
- (l) Any information or advice provided to you or your Users as part of the Onboarding Services is for information purposes only. Such information or advice has been prepared without taking into account any person's or organisation's individual objectives, financial situation or needs, has not been tailored to your business needs and must not be used directly in the making of any business decision.
- (m) Before acting on anything customers should consider its appropriateness to them, having regard to their objectives, financial situation and needs.
- (n) We may, at our discretion, offer to provide you and your Users with Business Acumen training via a webinar.

14 ADDITIONAL TERMS - BOOMTOWN

14.1 We rely on third party service providers in order to supply the Telstra Trades Assist services to you. We are required by our third party service provider to impose the terms set out in this clause 14 on you ("**Boomtown Terms**"). Those Boomtown Terms apply only in relation to our supply and your use of the Boomtown Connect App (in connection with video conference or live-chat support that form part of the Premium Support Services), and you must comply (and ensure that your Users comply) with those Boomtown Terms only in relation to the Boomtown Connect App. If you are entitled to receive Premium Support Services but do not want to be bound by or have to comply with the Boomtown Terms, you should avoid using the Boomtown Connect App and contact our support team by email or telephone instead.

14.2 Definitions

In this clause 14:

- (a) **Boomtown Terms** has the meaning given to it in clause 14.1.
- (b) **Application** means the relevant Boomtown mobile application used by you.

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- (c) **Boomtown Content** means any Content owned or licensed by Boomtown and provided to you directly from Boomtown through your use of the Application and/or the Site including, without limitation, Third Party Product Information.
- (d) **Boomtown Services** means any software, content, data, information, services, products or other items provided directly and specifically by Boomtown and made accessible to you through the Application and/or the Site (together with the Site and Application).

For the avoidance of doubt, the Boomtown Services include services provided by Boomtown as described in section 14.3, Boomtown Support Services (defined in section 14.3(d)) and Boomtown Content, and Third Party Services include Third Party Support Services (defined in section 14.3(a)), Third Party Products (defined in section 14.3(c)), and Third Party Content (defined in section 14.3(b)).

- (e) **Content** means any content featured or displayed including, but not limited to, logos, icons, text, graphics, photographs, images, moving images, sound, illustrations, music and other works of authorship, software (excluding the Application), opinion, remarks, comments, artwork, links, questions, suggestions, information or other materials.
- (f) **Services** means collectively, Boomtown Services and Third Party Services.
- (g) **Site** means the website located at www.goboomtown.com.
- (h) **Third Party Provider** means a third party technician (not including Telstra) who can respond to a request for and provide Third Party Support Services and other Third Party Services.
- (i) **Third Party Services** means software, content, data, information, services, products or other items provided by third parties and made accessible to you through the Application and/or the Site.
- (j) **User Content** means any Content that is submitted, posted, displayed, transmitted, distributed or provided on or through the Application or the Site by you or is otherwise collected through your use of the Services including, without limitation, technical data and related information about your device, system and application software, and peripherals, geolocation, Point-of-Sale ("**POS**") location details such as number of checkout terminals and total square feet, loading inventory, tax rates and IP address(es).

14.3 Description of Services

- (a) Boomtown offers a means for you to obtain on-site and off-site technical support services including, without limitation, a local support dispatch, consultation, site survey, installation, troubleshooting, remote monitoring and repair ("**Third Party Support Services**") and other Third Party Services from Third Party Providers, which can be requested through the use of the Application

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supplied by Boomtown and downloaded and installed by you on your mobile device or tablet or the Site. The Application may allow you to monitor some of your IT systems including, without limitation, POS software, physical network, wireless networks, data service provider, PSP, access points, routers, tablets, PC, dedicated devices, and SaaS apps, identify technical problems, order Third Party Support Services and other Third Party Services from a Third Party Provider, and send and receive communications to and from Boomtown and a Third Party Provider. The Third Party Provider, in its sole discretion, may accept or reject each request for Third Party Services. If the Third Party Provider accepts a request, the Application notifies you and provides information regarding the Third Party Provider including his or her name, photo, telephone number, qualifications and badges, and customer service rating. Boomtown shall use reasonable efforts to bring you in contact with a Third Party Provider in order to obtain Third Party Services subject to the availability of a Third Party Provider. Boomtown does not itself provide Third Party Support Services and any other Third Party Services and does not employ or is not otherwise responsible for any Third Party Provider. For clarification, no Third Party Provider is an agent of or has any authority to act on behalf of or bind Boomtown nor is Boomtown is an agent of or has authority to act on behalf of or bind Third Party Provider. It is up to the Third Party Provider to offer Third Party Support Services and any other Third Party Services, which may be requested through the use of the Application and/or the Site. Boomtown only acts as intermediary between you and the Third Party Provider. The provision of Third Party Services by Third Party Providers to you is therefore subject to the agreement (to be) entered into between you and the Third Party Provider and Boomtown shall never be a party to such agreement.

- (b) Boomtown may provide information, reviews or opinions on certain third party products and services ("**Third Party Product Information**") for a fee collected from vendors of such third party products or services ("**Third Party Vendors**") to you through the Application and/or the Site. Such provision of Third Party Product Information is for general information, discussion and reference purposes only. YOUR RELIANCE ON ANY THIRD PARTY PRODUCT INFORMATION IS AT YOUR OWN RISK AND BOOMTOWN HAS NO LIABILITY TO YOU FOR THE CONSEQUENCES OF RELYING ON SUCH INFORMATION.
- (c) Boomtown may resell products or services of Third Party Vendors ("**Third Party Products**") to you through the Application and/or the Site. TO THE EXTENT PERMITTED BY LAW AND EXCEPT AS OTHERWISE STATED HEREIN, YOUR PURCHASE AND USE OF THIRD PARTY PRODUCTS ARE AT YOUR OWN RISK. Boomtown has no control over any Third Party Products you may obtain using the Application and is not responsible for the practices of any third party. Any complaints or issues relating to the Third Party Products should be submitted directly to the Third Party Vendors.
- (d) Boomtown may also directly provide you with on-site and off-site technical support services including, without limitation, a local support dispatch, consultation, site survey, installation,

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troubleshooting, remote monitoring and repair which can be requested through the use of the Application supplied by Boomtown and downloaded and installed by you on your mobile device or tablet. The Application may allow you to monitor some of your IT systems including, without limitation, POS software, physical network, wireless networks, data service provider, PSP, access points, routers, tablets, PC, dedicated devices, and SaaS apps, identify technical problems, order Boomtown Support Services (defined below), and send and receive communications to and from Boomtown. Once you sign the Form of Authorization, Boomtown may directly contact your ISP, Payment Processor or any other third party IT vendors or service providers on your behalf to report the issue and help troubleshoot and attempt to resolve the issue. Technical support services described in this Subsection (d) shall be collectively referred to as "**Boomtown Support Services**." Unless expressly and explicitly identified as Boomtown Support Services, any technical support services requested by you through the Application or the Site shall be considered Third Party Support Services. Boomtown, in its sole discretion, may accept or reject each request for Boomtown Support Services and, in the event it accepts, Boomtown will use commercially reasonable efforts to provide the Boomtown Support Services to you. If Boomtown fails to perform the Boomtown Support Services Boomtown will use commercially reasonable efforts to re-perform the Boomtown Support Services.

14.4 Use of the Application or Other Boomtown Services.

- (a) You warrant that the information you provide to Boomtown is accurate and complete. Boomtown is entitled at all times to verify the information that you have provided.
- (b) You may only access the Application and other Boomtown Services using legal or other authorized means. It is your responsibility to check to ensure you download the correct Application for your device. Boomtown is not liable if you do not have a compatible mobile device or if you download the wrong version of the Application for your mobile device.
- (c) By using the Application and other Boomtown Services, you further agree that you:
 - (i) will only download the Application and use other Boomtown Services for your sole, personal use and will not resell the Application or other Boomtown Services to a third party;
 - (ii) will not authorize others to use your account;
 - (iii) will not assign or otherwise transfer your account to any other person or legal entity;
 - (iv) will not use an account that is subject to any rights of a person other than you without appropriate authorization;

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- (v) You will not use the Application or other Boomtown Services for unlawful purposes including, but not limited to, sending or storing any unlawful material or for fraudulent purposes;
- (vi) will not use the Application or other Boomtown Services to cause nuisance, annoyance or inconvenience;
- (vii) will not impair the proper operation of the network;
- (viii) will not try to harm Application or other Boomtown Services in any way whatsoever;
- (ix) will not copy or distribute the Application or Boomtown Content without written permission from Boomtown;
- (x) will keep secure and confidential your account password or any identification which allows access to the Application or other Boomtown Services;
- (xi) will provide whatever proof of identity reasonably requested;
- (xii) will only use an access point or cellular data account (AP) which you are authorised to use;
- (xiii) are aware that when requesting technical support services by SMS (if available), standard messaging charges will apply;
- (xiv) will not use the Application or other Boomtown Services with an incompatible or unauthorised device; and
- (xv) will comply with all applicable national and local laws and regulations of the country, state or province, and county, city or any municipality in which you reside as well as any nation, state or province, county, city or other municipality in which you are using the Application or other Boomtown Services.

14.5 Application and Site License

- (a) Subject to these Boomtown Terms, Boomtown hereby grants to you a non-exclusive, limited, non-transferable, non-sublicensable, revocable license to (i) download and install a copy of the Application on a single mobile device that you own or control and to run such copy of the Application and (ii) access the Site, all of the foregoing solely for your personal and non-commercial purposes.
- (b) You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Application or other Boomtown Services in any way; (ii) modify or make derivative works based upon Application or other Boomtown Services; (iii) create Internet "links" to the Site or the Services or "frame" or "mirror" any Application on any other server or wireless or Internet-based device; (iv) reverse engineer or access the Application or other Boomtown Services in order to (A) design or build a competitive product or service, (B) design or build a product using similar ideas, features, functions or graphics of the Application

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or other Boomtown Services, or (C) copy any ideas, features, functions or graphics of the Application or other Boomtown Services, or (v) launch an automated program or script including, but not limited to, web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burdens or hinders the operation and/or performance of the Application or other Boomtown Services.

- (c) You shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or otherwise violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Application or the Services or the data contained therein; or (v) attempt to gain unauthorised access to the Site, Application or Services or its related systems or networks.

14.6 Boomtown Content License

- (a) Subject to these Boomtown Terms, Boomtown hereby grants to you a non-exclusive, limited, non-transferable, non-sublicensable, revocable license to view, download and print any Boomtown Content solely for your personal and non-commercial purposes, provided that you do not remove or alter any proprietary rights notice provided with the Boomtown Content, and do not otherwise view or manipulate the Boomtown Content using any means other than the Application. For purposes of clarity, Third Party Content and User Content shall not be considered Boomtown Content.
- (b) You may not (i) distribute, transmit, transfer, stream, broadcast, assign, rent, lease, sell or otherwise dispose of the Boomtown Content to any third party; (ii) publicly perform or display the Boomtown Content; (iii) use the Boomtown Content in any time sharing arrangement; (iv) modify, create derivative works from or merge the Boomtown Content with any other materials; (v) reverse engineer, decompile, disassemble, or attempt to derive the Boomtown Content; (vi) use the Boomtown Content in an abusive manner as determined solely by Boomtown; (vii) reproduce or copy the Boomtown Content or (viii) reuse any Boomtown Content without first obtaining the written consent of Boomtown.

14.7 Third Party Services; Third Party Content; Third Party Websites

- (a) The Application may enable access to or use of Third Party Services by Third Party Providers. Use of the Third Party Services may require Internet or telephonic access and that you accept additional terms of service from Third Party Providers. Such terms of service are between you and the Third Party Providers, and Boomtown shall have no liability arising out of or related to your access or use of such Third Party Services. Further, Boomtown does not warrant or endorse and does not assume and will not have any liability or

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responsibility to you or any other person for any Third Party Services.

- (b) The Application and the Site may display, include, make available, or otherwise link to Content generated or provided by third parties ("**Third Party Content**"). You understand that Third Party Content may include Content that may be deemed offensive, indecent, or objectionable, or that may be inaccurate, unresponsive, unreliable, or even untruthful. By using the Application or the Services, you acknowledge and agree that Boomtown shall not be responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of Third Party Content. You acknowledge that Boomtown only acts as a passive conduit for the distribution of the Third Party Content and Boomtown does not warrant or endorse and does not assume and will not have any liability or responsibility to you or any other person for any Third Party Content.
- (c) You agree that the Third Party Content may contain proprietary content, information and material that is protected by copyright and other applicable intellectual property rights, and that you will not use the Third Party Content in any way whatsoever except as permitted by the owners of such Third Party Content. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on Third Party Services, in any manner, and you will not exploit the Third Party Services in an abusive manner as determined solely by Boomtown, including but not limited to, by trespass or burdening network capacity. You further agree not to use any of the Third Party Content in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party, and that Boomtown is not in any way responsible for any such use by you, nor for any harassing, threatening, defamatory, offensive or illegal messages or transmissions that you may receive as a result of using the Third Party Content.
- (d) During the use of the Site, Application and Services, links to websites that are owned and controlled by third parties ("**Third Party Websites**") may be provided from time to time in order to enter into correspondence with, purchase goods or services from, participate in promotions of third parties. These links take you off the Site, Application and other Boomtown Services and are beyond Boomtown's control. The Third Party Websites you can link have their own separate terms and conditions as well as a privacy policy. You acknowledge that Boomtown only acts as a passive conduit for the distribution of the Third Party Websites and Boomtown is not responsible and cannot be held liable for the content and activities of these Third Party Websites. You therefore visit or access these Third Party Websites entirely at your own risk. Please note that these other Third Party Websites may send their own cookies to users, collect data or solicit personal information, and you are therefore advised to check the terms of use or privacy policies on those Third Party Websites prior to using them.

14.8 User Content

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- (a) The Application and the Services may permit you to generate your own User Content. The generation of User Content is at your own risk. You represent and warrant that you hold and will retain copyrights and any other intellectual and proprietary rights in the User Content. You agree that Boomtown shall not be liable or otherwise responsible for your User Content in any way. Boomtown may permit Users to post, upload, publish, submit or transmit User Content on the Site or through the Service or Application. User Content (other than personally identifying information) will be deemed non-confidential and non-proprietary. You hereby grant to Boomtown and its suppliers a non-exclusive, transferable, worldwide, royalty free, sublicensable, right and license to store, copy, distribute, transmit, publicly perform, display, create derivative works of, and otherwise use the User Content for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products using such User Content and improving the Boomtown Services and providing the Boomtown Services to third parties in any medium, except that Boomtown will not distribute customer data other than as provided in Boomtown's privacy policy without your prior, express, written permission.
- (b) You acknowledge that Boomtown only acts as a passive conduit for the distribution of the User Content and is not responsible or liable to you or to any third party for the content or accuracy of the User Content. Boomtown shall not be continuously monitoring User Content published by you or moderating between Users, nor shall Boomtown be under an obligation to do so. Without limiting the foregoing, you acknowledge and agree that any remarks, opinions, comments, suggestions and other information expressed or included in the User Content do not necessarily represent those of Boomtown.
- (c) Any use by you of the User Content is entirely at your own risk. You represent and warrant that any User Content posted or transmitted by you is original to you and does not copy the work of any third party or otherwise infringe or misappropriate any third party intellectual property rights, rights of privacy or personality rights and does not contain any defamatory or disparaging statements. Furthermore, you represent and warrant that you have the capacity to grant the license as stipulated in this paragraph.
- (d) Boomtown reserves the right at its sole discretion to block or remove (in whole or in part) any User Content posted or transmitted by you and which Boomtown believes is not in accordance with these Boomtown Terms (including materials which infringe or may infringe third party intellectual property rights, rights of privacy or personality rights), or is otherwise unacceptable to Boomtown.
- (e) You agree to promptly notify Boomtown in writing of any UserContent which breaches these Boomtown Terms. You agree to provide to Boomtown sufficient information to enable Boomtown to investigate whether such User Content breaches these Boomtown Terms. Boomtown agrees to make good faith efforts to investigate such complaint and shall take such action as Boomtown in its sole discretion decides. However, Boomtown does not warrant or

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represent that it will block or remove (in whole or in part) such User Content.

- 14.9 **Copyright Policy.** Boomtown respects copyright law and expects its users to do the same.
- 14.10 **Applicability.** The Boomtown Content may contain information on products and services, not all of which are available in every location. A reference to a product or service does not imply that such product or service is or will be available in your location. The products referred to in the Boomtown Content may be subject to different regulatory requirements depending on the country or area of use. Consequently, you should not construe the Boomtown Services as a promotion or advertisement for any product or for the use of any product that is not authorised by the laws and regulations of your country or state.
- 14.11 **Updates.** Boomtown reserves the right to provide updates, new versions and revisions, and make changes, corrections, and/or improvements (collectively, “**Updates**”) to the Boomtown Services, at any time without notice or liability. Updates may, at the option of Boomtown, only be made available online, and the Application may automatically attempt to download and/or install any Updates. Boomtown shall have no liability whatsoever arising from your failure or inability to access, install, or use any Updates provided to you. Boomtown is under no obligation to provide to you with any Updates to correct any bugs or errors in the Boomtown Services or to otherwise provide support for the Boomtown Services. Nevertheless, should Boomtown elect to provide you with any support, such support will be pursuant to Boomtown’s then-current standard support terms.
- 14.12 **Ownership of the Boomtown Services.** Boomtown retains all right, title, and interest in and to the Boomtown Services, and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Boomtown Services including all right, title, and interest in and to all works of authorship, expression, moral rights, trademarks, trade names, trade dress, inventions, processes, ideas, methods, compositions, technologies, products, processes, and other proprietary information embodied by or contained in the Boomtown Services. The Application, Site and Boomtown Content are licensed, not sold, to you. These Boomtown Terms do not convey to you any rights of ownership in or related to the Boomtown Services, or any intellectual property or other proprietary rights owned by Boomtown. Boomtown's name, logo, and the product names associated with the Boomtown Services are trademarks of Boomtown, its affiliated companies or third parties, and no right or license is granted to use them.
- 14.13 **Violations.** You acknowledge that Boomtown has no obligation to monitor your access to or use of the Services or User Content or to review or edit any Content, but has the right to do so for the purpose of operating the Boomtown Services, to ensure your compliance with these Boomtown Terms or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body. Boomtown reserves the right, at any time and without prior notice, to remove or disable access to any Content that Boomtown, at its sole discretion, considers to be in violation of these Boomtown Terms or otherwise harmful to the Boomtown Services.

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14.14 **Warranty Disclaimer.** OUR GOODS 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. TO THE MAXIMUM EXTENT PERMISSIBLE BY APPLICABLE LAW, THE SERVICES AND USER CONTENT ARE PROVIDED "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS BASIS" AND BOOMTOWN DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF TITLE, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, POSSIBILITY OF USE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS IN CONNECTION WITH THE SERVICES AND USER CONTENT. IN PARTICULAR, TO THE MAXIMUM EXTENT PERMISSIBLE BY APPLICABLE LAW, BOOMTOWN MAKES NO, AND HEREBY DISCLAIMS ANY, REPRESENTATIONS OR WARRANTIES IN CONNECTION WITH ANY ASPECT OF THIRD PARTY PRODUCT INFORMATION INCLUDING, WITHOUT LIMITATION, THAT THE THIRD PARTY PRODUCT OR THIRD PARTY PRODUCT INFORMATION WILL BE ACCURATE, COMPLETE, RELIABLE AND ERROR FREE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BOOMTOWN DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SERVICES AND USER CONTENT, THAT THE FUNCTIONS CONTAINED IN OR PROVIDED BY THE SERVICES AND USER CONTENT WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SERVICES OR USER CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS IN THE SERVICES OR USER CONTENT WILL BE CORRECTED OR THAT THE PROVISION OF BOOMTOWN SUPPORT SERVICES WILL RESOLVE OR FIX ANY ERRORS, DEFECTS, NON-CONFORMITIES OR OTHER ISSUES IN YOUR IT SYSTEMS. BOOMTOWN DOES NOT MAKE ANY COMMITMENT TO ACCESS, AVAILABILITY OR UPTIME WITH RESPECT TO THE APPLICATION AND THE SITE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY BOOMTOWN OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY. SHOULD THE SERVICES OR USER CONTENT PROVE DEFECTIVE, EXCEPT AS EXPRESSLY AND EXPLICITLY SET FORTH IN THESE BOOMTOWN TERMS, AND EXCEPT AS REQUIRED BY LAW, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. All of the foregoing shall be true even if Boomtown passes through product warranties provided by the Third Party Vendors when Boomtown resells the Third Party Products to you and Boomtown doing so shall not in no event create any legal or other obligation on the part of Boomtown. Some jurisdictions do not allow the exclusion of implied warranties or limitations on applicable statutory rights of a consumer, so the above exclusion may not apply to you.

14.15 **Limitation of Liability**

- (a) TO THE MAXIMUM EXTENT PERMISSIBLE BY APPLICABLE LAW AND EXCEPT AS EXPRESSLY AND EXPLICITLY SET FORTH IN THESE BOOMTOWN TERMS, BOOMTOWN ACCEPTS NO RESPONSIBILITY OR LIABILITY TO YOU WHATSOEVER ARISING FROM OR IN ANY WAY CONNECTED WITH THE USE OF THE SERVICES OR USER CONTENT. BOOMTOWN SHALL NOT BE LIABLE TO YOU FOR ANY ERRORS OR OMISSIONS IN THE SERVICES OR USER CONTENT OR FOR ANY

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INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS AND LOST DATA, ARISING FROM OR RELATED TO THE AGREEMENT, THE SERVICES OR USER CONTENT, EVEN IF BOOMTOWN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN PARTICULAR, BOOMTOWN WILL NOT BE LIABLE TO YOU FOR THE ACCURACY, COMPLETENESS, ADEQUACY, TIMELINESS, OR COMPREHENSIVENESS OF THE SERVICES OR USER CONTENT. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose. Certain jurisdictions do not permit the limitation or exclusion of incidental damages, so this limitation may not apply to you. Boomtown also assumes no responsibility and shall not be liable for any damages to, or viruses that may infect, your computing devices or other property on account of your access to or use of the Services or User Content.

- (b) The quality of the Third Party Services requested through the use of the Site or the Application is entirely the responsibility of the Third Party Provider who ultimately provides such services to you. Boomtown under no circumstance accepts liability in connection with and/or arising from the Third Party Services provided by the Third Party Provider or any acts, action, behaviour, conduct, and/or negligence on the part of the Third Party Provider. Any complaints about the Third Party Support Services and other Third Party Services provided by the Third Party Provider should therefore be submitted to the Third Party Provider and any complaints about Third Party Products should be submitted to the Third Party Vendor.
- (c) The information, recommendations and/or services provided to you on or through the Boomtown Services are for general information purposes only and do not constitute advice. Boomtown will reasonably keep the Application and the Site and its contents correct and up to date but does not guarantee that (the contents of) the Application and/or the Site are free of errors, defects, malware and viruses or that the Application and/or the Site are correct, up to date and accurate. Boomtown shall not be liable for any damages resulting from the use of or inability to use the Site or Application (but to the exclusion of death or personal injury), including damages caused by malware, viruses or any incorrectness or incompleteness of the information or the Application or the Site, unless such damage is the result of any wilful misconduct or from gross negligence on the part of Boomtown. Boomtown shall further not be liable for damages resulting from the use of (or the inability to use) electronic means of communication with the Application or the Site, including – but not limited to – damages resulting from failure or delay in delivery of electronic communications, interception or manipulation of electronic communications by third parties or by computer programs used for electronic communications and transmission of viruses.

14.16 Legal Compliance. You agree that you will comply with all applicable laws and regulations when using the Services or User Content. You hereby represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the

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U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

- 14.17 **Misuse.** You agree not to use the Services or User Content in any manner or for any purpose that is prohibited by these Boomtown Terms. You may not use, copy, adapt, modify, create derivative works from, distribute, license, sell, transfer, publicly display, publicly perform, reproduce, transmit, stream, broadcast or otherwise exploit the Services or User Content, except as expressly permitted by these Boomtown Terms. You may not reuse any Content without first obtaining the written consent of Boomtown. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Boomtown or its licensors, except for the licenses and rights expressly granted in these Boomtown Terms. In addition, you agree not to: (i) use the Services or User Content for any purpose that is prohibited by any law or regulation, or to facilitate the violation of any law or regulation; (ii) use or attempt to use any “deep-link,” “scraper,” “robot,” “bot,” “spider,” “data mining,” “computer code” or any other automated device, program, tool, algorithm, process or methodology, or any manual process having similar processes or functionality, to access, acquire, copy, or monitor any portion of the Services or User Content found on or accessed through the Application; (iii) obtain or attempt to obtain through any means any materials or information on the Application that have not been intentionally made available to you; (iv) in any way bypass or circumvent any other measure employed to limit or prevent access to or use of certain the Services or User Content; (v) violate the security of the Application or the Services or attempt to gain unauthorized access to the Boomtown Content or Third Party Content, computer systems, or networks connected to any server associated with the Application, through hacking, password mining, or any other means; or (vi) take or attempt any action that, in the sole discretion of Boomtown, imposes or may impose an unreasonable or disproportionately large load or burden on Boomtown’s infrastructure.

15 DEFINITIONS

- 15.1 In this Telstra Trades Assist section of Our Customer Terms, unless the context otherwise requires:

Incident means the following incidents as classified by support agents:

- (a) Severity 1: Urgent – an incident that renders the entire Telstra Trades Assist service or multiple critical features completely inoperative for all Users and no workaround is available;
- (b) Severity 2: High – an incident that materially impairs a critical feature or multiple non-critical features of the Telstra Trades Assist service for many Users and no reasonable workaround is available; or
- (c) Severity 3: Normal – an incident that impairs a feature of the Telstra Trades Assist service for a single or small number of Users and no reasonable workaround is available.

Intellectual Property means all industrial and intellectual property rights throughout the world, including all moral rights, copyright and analogous

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rights, rights in relation to inventions or discoveries, including patent rights, designs, circuit layouts, and trade names, brand names and registered or unregistered trade marks, including service marks.

Requests means your requests for support which will be classified by support agents as either:

- (a) Supported Requests (a request that relates to an available, tested, and intended feature or behaviour of the Telstra Trades Assist service); or
- (b) Unsupported Requests (a request that relates to an unavailable, untested, or unintended feature or behaviour of the Telstra Trades Assist service).

Term means the term of your Telstra Trades Assist service, commencing on the date your Initial User Licence is activated and continuing as contemplated in clause 3, unless your Telstra Trades Assist service is terminated earlier in accordance with the terms of this Telstra Trades Assist section of Our Customer Terms.

Third Party Application any application, feature or capability supplied or made available by a Third Party provider.

Third Party Provider means any third party provider or supplier other than the third party providers we use to supply The Telstra Trades Assist service to you.

User means your employees, agents, contractors or other representatives (or those of your subsidiaries or other related parties) to whom you allocate a User Licence.

User Licence means a licence allowing one User to use The Telstra Trades Assist service.