



Ordo End User Licence Agreement

1. Scope and application

- 1.1 This end user licence agreement (**EULA**) set out the terms on which Ordo OpCo Pty Ltd, ACN 642 241 343 (we, us or our) allow you to access and use the ORDO platform, which is owned and operated by us (**ORDO**).
- 1.2 By clicking "Accept", you agree to comply with, and to be bound by, this EULA.
- 1.3 You agree that you must not use ORDO unless you have read and accepted this EULA.

2 Access and use of ORDO

Access and use

- 2.1 Subject to you accepting and complying with this EULA, we grant you a non-exclusive, revocable, limited right and licence to access and use ORDO.

Employer Services

- 2.2 You acknowledge and agree that:
 - (a) ORDO is used by your employer (**Employer**) to provide services to you and other end users (**Employer Services**);
 - (b) Employers control the data and information you can view and have access to through ORDO, and may add or remove such data or information at any time;
 - (c) we may comply with the requests and directions from an Employer in connection with the Employer Services that the Employer provides, the data and information you can view or access through ORDO, and more generally your access and use of ORDO;
 - (d) we do not provide the Employer Services to you; and
 - (e) to the extent permitted by law, we are not responsible or liable to you for any loss or damage you may suffer or incur in connection with the Employer Services.

3 Obligations

General Obligations

- 3.1 You must:
 - (a) act reasonably, follow our directions, and cooperate with us in connection with your access to and use of ORDO;
 - (b) provide us with information or data that we request from you through ORDO from time to time;
 - (c) use ORDO in accordance with all applicable laws, including the *Privacy Act 1988* (Cth) and the Australian Privacy Principles; and

- (d) not access or use ORDO or any Content other than in accordance with this EULA.

User Credentials

- 3.2 You will be entitled to, and will be issued with, a single login and password (which may change from time to time) to access and use ORDO (User Credentials).
- 3.3 You must:
 - (a) not allow your User Credentials to be used by any third party (including another end user);
 - (b) ensure that your User Credentials are kept secure and confidential, and take all steps necessary to ensure that your User Credentials are not disclosed, provided or made available to, or otherwise accessed by, any third party;
 - (c) ensure that you comply with our reasonable instructions in relation to the security and integrity of your User Credentials; and
 - (d) notify us immediately after you become aware that your User Credentials have been disclosed, provided or made available to, otherwise accessed by, or used by any third party.

4 Restrictions and Security

Restrictions

- 4.1 You must not:
 - (a) resupply, resell, sublicense, make available or otherwise allow any other person to access or use ORDO or any Content;
 - (b) decompile, disassemble, reverse compile or otherwise reverse engineer all or any portion of ORDO, including any source code, object code, algorithms, methods or techniques used or embodied therein;
 - (c) corrupt or misuse ORDO; or
 - (d) use ORDO:
 - (i) to engage in any fraudulent or unlawful behaviour, or to defame, menace or harass any third party;
 - (ii) to gain unauthorised access to, or interfere with, any online resources or systems of any third party, including by any form of hacking;
 - (iii) to distribute unsolicited emails to third parties, including bulk unsolicited emails;
 - (iv) in any manner that is likely to result in our systems, or that of any other person, being affected by any malicious code;

- (v) in a way that infringes the Intellectual Property Rights or any other rights of any person;
- (vi) in a way that disrupts, misuses or excessively uses our hardware, bandwidth access, storage space or other resources, or that of our customers or other end users;
- (vii) in a way that uses any data mine, scrape, crawl, email harvest or any other process that sends automated queries; or
- (viii) in any other manner that is otherwise unacceptable to us.

4.2 If we make available to you any feature or functionality that allows you to store, distribute, provide, or otherwise transmit information, data or material through ORDO, you must not use such features or functionality for the purposes of accessing, storing, distributing, providing (including to us) or otherwise transmitting any information, data, material or content that:

- (a) infringes the Intellectual Property Rights of any third party;
- (b) is unlawful, misleading, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- (c) promotes unlawful violence;
- (d) depicts sexually explicit images; or
- (e) is discriminatory or promotes discrimination based on race, gender, colour, religious belief, sexual orientation or disability.

4.3 We reserve the right to remove from ORDO any of your materials or content that we consider to be inappropriate or otherwise in breach of clause 4.1 and 4.2.

5 Acknowledgements

5.1 You agree that, to the extent permitted by applicable law and subject to clause 10.1:

- (a) the Content available on ORDO is supplied by third parties and we do not review or verify this information;
- (b) we make no warranty that ORDO or any Content will be accurate, free from defects, errors or faults, or that it is fit for any particular purpose;
- (c) ORDO may contain access to third party products, content or services and your use of any third party product, content or service as part of, or in connection with, ORDO may be subject to separate terms and conditions, whether imposed by us or by the relevant third party (and you must comply with such third party terms and conditions);

(d) you are responsible for any data, information or other content that you upload or input into or through ORDO (**Data**);

(e) ORDO or any part of its Content may not be available from time to time, and we make no representation or warranty in relation to the availability of ORDO or the Content;

(f) ORDO may not be fully compatible with your mobile device or your operating system; and

(g) ORDO requires an active internet connection, and using ORDO via a mobile device may incur fees and charges from your mobile internet service provider.

6 Intellectual Property

Our IP

6.1 We (or our licensors, as applicable) own all Intellectual Property Rights in ORDO, and any material, data or content that you access or use through ORDO (other than Your Data) (Our IP). All modifications and enhancements to Our IP are also to be treated as Our IP. If you modify or enhance Our IP in any way, you assign to us (or our licensors as applicable) all Intellectual Property Rights in those modifications or enhancements immediately from creation.

Data

6.2 You (or your Employer, as applicable) retain all Intellectual Property Rights in your Data.

6.3 To the extent you own any Intellectual Property Rights in the Data, you grant us a non-exclusive, irrevocable, sub-licensable global licence to store, reproduce, use, modify, disclose and otherwise exploit the Data for the purposes of providing ORDO.

Your Feedback

6.4 From time to time, we may request that you provide feedback to us in relation to your use of ORDO (Feedback).

6.5 All Intellectual Property Rights in any Feedback you provide to us vests in us. You assign to us all Intellectual Property Rights you may have in any Feedback immediately from creation.

7 Confidentiality

7.1 You must treat as confidential information the provisions of this EULA, and all information provided or made available by us under or in connection with this EULA, including our technical, operational, billing, pricing and other commercial information (Confidential Information).

8 Changes to this EULA

- 8.1 We may change the terms and conditions of this EULA at any time. We will notify you of any material changes to this EULA via ORDO itself or by electronic communication.
- 8.2 In the event that we make any changes to this EULA, you are not required to accept them if you do not agree with them, but you will not be able to, and must not, use ORDO unless you have accepted the amended EULA.

9 Changes to ORDO

- 9.1 We may but are not obliged to make changes to ORDO. We may notify you of any material changes to ORDO via ORDO itself or by electronic communication but we are not obliged to.
- 9.2 In the event that we make any changes to ORDO, you may not be able to use ORDO unless you accept such changes.

10 Liability

- 10.1 If we are liable to you in any way in relation to this EULA or ORDO (including for any claim that we have failed to comply with any guarantee for which liability cannot be excluded but may be limited under the *Competition and Consumer Act 2010* (Cth) or any other legislation), our liability to you is limited to:
- (a) replacing and resupplying ORDO to you or paying the cost of having ORDO replaced and resupplied to you (at our election); or
 - (b) resupplying the relevant service within ORDO to you or paying the cost of having that service supplied to you again (at our election),
- as applicable.
- 10.2 Subject to clause 10.1, we are not liable for any loss, damage, liability, penalty, fine, charge, expense, outgoing, payment or cost of any nature or kind, including all legal and other professional costs, however caused (including by our negligence), that you suffer or incur in connection with this EULA or ORDO.
- 10.3 You are liable for, and indemnify us from and against, all loss or damage (including legal costs) that we incur or suffer and that arises from or in connection with:
- (a) your breach of clause 4; or
 - (b) any claim against us by a third party in relation to any of your Data.

11 Suspension or termination

- 11.1 We may suspend or terminate the licence granted to you under clause 2.1 at any time without notice to you.

11.2 If:

- (a) you do not accept any amended or new version of this EULA as contemplated in clause 8; or
- (b) you do not accept any changes or modifications we have made to ORDO as contemplated in clause 9,

then the licence granted to you under clause 2.1 will immediately terminate.

12 Privacy

- 12.1 We will collect, use, store, disclose and handle Personal Information in accordance with our privacy policy, available at www.ordodeploy.com.

13 General

- 13.1 The laws of Queensland, Australia govern this EULA, and each party irrevocably submits to the non-exclusive jurisdiction of the courts of Queensland, Australia and courts competent to hear appeals from those courts.
- 13.2 A right under this EULA may only be waived in writing signed by the party granting the waiver, and is effective only to the extent specifically set out in the waiver.
- 13.3 You agree that we may use subcontractors to provide ORDO to you.
- 13.4 Each provision of this EULA will be read and construed as a separate and severable provision or part and, if any provision is void or otherwise unenforceable for any reason, then that provision will be severed and the remainder will be read and construed as if the severable provision had never existed.

14 Definitions

- 14.1 In this EULA, the terms set out below have the following meaning:

Content means any information, data or other materials that we make available to you through ORDO.

Intellectual Property Rights means all industrial and intellectual property rights, both in Australia and throughout the world, and includes any copyright, patent, registered or unregistered trade mark, registered or unregistered design, or right of registration of such rights.

Personal Information has the same meaning given to that term in the *Privacy Act 1988* (Cth).