

# Introduction

We've stripped as much of the legal mumbo jumbo as possible out of this agreement to ensure that it's readable for every customer that wants to use Openly products.

We are licensing our products to you, and this agreement governs your use of those products. This agreement also sets out some key information about how you accept this agreement, what your rights are, what our rights are, warranties and disclaimers.

# Application

This agreement covers all products within the Openly Apps Platform. This includes Openly Vendor Monitor, Openly Privacy Hub and Openly Rights Request – collectively referred to as our products.

This agreement is applicable to all Openly customers that otherwise do not have a substitute individual signed agreement with us. These Terms may also apply in addition to any other agreement you have with us.

# Acceptance

This agreement will come into effect when you complete the sign up form to use our products, when you confirm your acceptance of this agreement within the sign up form, when you pay us for use of our products or when you use our products, whichever comes first.

You warrant that you have the authority to enter into this agreement, to act on behalf of your company, and to provide all data to us relating to your company (either directly or via our products) without breach of any obligation owed to the company or any other third party.

We are granting you a revocable, non-transferable, non-exclusive and limited licence.

If you do not agree to the terms of this agreement, you must not sign up to our products.

# Payment

Payment must be made on time. We reserve the right to terminate this agreement if your account is in arrears. We will notify you in writing before this happens.

## License

This agreement entitles you to use our products, up to the number of licenses you have purchased, only for the products you sign up for or have purchased.

You cannot share login information between users, remain logged in on multiple computers at the same time or otherwise share access to our products unless you have purchased separate licenses for each instance.

You cannot use our products in any configuration or system of computers that allow multiple users to access our products unless you have purchased separate licenses for each instance.

You cannot assign your rights and obligations under this agreement to someone else.

You cannot redistribute, encumber, sell, rent, lease, sublicense, or otherwise transfer your rights to our products.

## Ownership

You are licensing this product only. We (or our subsidiaries, affiliates, or suppliers) retain all rights, title and interest, including all copyright and intellectual property rights to our products and all copies of them.

Where we use third party software to deliver a product or service, the affiliate or supplier retains all rights, title and interest, including all copyright and intellectual property rights to their products and all copies of them.

## Your Obligations

You must not share the contents of our products with others.

You must not decompile, reverse engineer, disassemble, or otherwise attempt to derive the source code of our products.

You must not broadcast, transmit or otherwise display in a public forum or any venue not restricted to you, our products or any part of our products.

You must not post our products or part of our products on any website.

You must not portray our products as though you created them or otherwise have ownership of them beyond the terms of this agreement.

You must not misuse, manipulate or attempt to scrape information from our products.

You must not use bots, macros or automation tools to save or unsave vendors within your account.

You must not use our products in such a way that is misleading, illegal or deemed otherwise improper by us.

You must not modify our products, create derivative works based upon our products, or use our products to develop any other product that has the same general function as our products.

You must not modify our products or create any derivative work of our products or their accompanying documentation. Derivative works include but are not limited to translations.

You must not alter or attempt to alter any files or libraries in any portion of our products.

You must not copy any part of our products except to the extent that the licensed use inherently demands the creation of a temporary stored copies within your browser or via reports.

You must not conduct or attempt to conduct penetration testing or vulnerability scanning on our products without asking us first.

## Our Obligations

We commit to providing you use with products that are operable, up-to-date and maintained to a commercially acceptable standard. We do not warrant that use of our products will be error free, or uninterrupted. There may be occasions where our products are unavailable, including due to reasons outside of our control. We will use reasonable commercial efforts to notify you in advance of any planned outages and will work to remedy any unplanned outages as soon as possible.

We will provide support for the resolution of bugs, errors, omissions and revisions free of charge unless otherwise stated. Some fixes may take time, but we will be transparent about our forecast timelines.

We will notify you of significant updates to the functionality of our products, and we will provide training documentation or videos for these updates where possible.

We will not use your company logo, company name or company profile within our marketing materials without your prior permission (unless we can't get a response from you).

If something goes wrong, and you lose any data stored within your account, we will do our best to assist with getting it back for you. Please be aware: In some cases, our reasonable commercial efforts will not successfully get your data back.

To ensure maximum privacy protection, we have opted into the Australian Privacy Act. This means that we are bound by the Act and will handle personal information in accordance with the Act and our privacy policy.

We won't use the information you share with us to update public profiles about your business, and we won't use the information in public reports (unless they're aggregated and de-identified).

## Trial Accounts

If you are on a trial plan and do not choose a paid plan (Starter, Business, Business+ or Enterprise) prior to the end of your trial period, we will lock your account. You can unlock your account by contacting us within 30 days of the end of your trial. You will need to nominate a paid plan, and make the required payment, before your account is unlocked. If you do not contact us, we will delete all data relating to your account 31 days after your trial period ends. This action cannot be undone.

You are not permitted to create multiple trial periods for the same company. We reserve the right to lock accounts that have previously had a trial for the same company.

## Vendor Overage

Vendor overage occurs when you exceed your account limits and save more vendors than you are permitted to for the plan you have paid for. When this happens, we will charge you for the vendor overage that you accrue.

Before we begin charging you for vendor overage, we will contact you via email to remedy the overage, either by upgrading your account, or reducing the number of vendors you have saved. We will give you a 5 day grace period to resolve any vendor overage.

If you fail to remedy vendor overage, we reserve the right to charge you for the vendor overage that you accrue. Vendor overage is charged monthly. We will use the payment details we have on file to charge vendor overage.

## Warranties

Under the Competition and Consumer Act 2010 and other laws in force in Australia, you may have the right to certain guarantees, warranties, conditions. These are

called implied terms, and they place obligations upon us (or our subsidiaries, affiliates, or suppliers). If these implied terms apply, our liability will be limited to resupply, repair or replacement of our products or the cost of such resupply, repair or replacement, to the extent permitted by law.

Outside of the implied terms, all representations, guarantees, conditions and warranties of any nature are excluded.

Outside of the implied terms, we (or our employees, contractors, directors, officeholders, or agents) will not be liable to you or any other party for indirect, consequential, special, incidental, punitive or exemplary damages of any kind (including lost of revenues or profits or loss of business) arising in connection with this agreement, our products, any software for our products or any support services, whether based on contract, tort, statute, or any other legal theory.

Where we can legally disclaim any implied warranties, this disclaimer shall be effective to the maximum extent permitted.

## Indemnity

You indemnify us (or our employees, contractors, directors, officeholders, or agents) in full against any liability, loss, damages, costs and expenses because of or in connection with your use of our products, including but not limited to, any modification by you of our products which causes our products to infringe the intellectual property rights of a third party.

The information contained within our products is general in nature and does not take into account the particulars of your specific situation. You should consider whether the information meets your needs, and where appropriate, you should seek external professional advice.

All care is taken in the preparation of this information, but we accept no responsibility nor liability for, and makes no representations with respect to, the accuracy of the information and published materials within our products.

At all times, you are responsible for ensuring your compliance with all laws and regulations. The materials, products and information we provide is not legal advice, and it should not be treated as legal advice.

## Changes

From time to time, we may need to make changes to this agreement. When we do, we will let you know by sending you an email, and by displaying a message within our products. We will do this at least 30 days before the change comes into effect.

You will automatically become bound by the new agreement after the 30 day notice period has elapsed.

If you do not want to be bound by the new agreement, you can cancel your subscription prior to the 30 day notice period elapsing.

## Termination

If you do not comply with this agreement, we reserve the right to cancel your account and void this agreement. If this happens, we will notify you in writing. You must stop using our products immediately, and you must delete any materials relating to our products. In return, we will promptly delete any data that we hold about you.

Termination of this agreement does not limit either parties' rights, remedies, obligations or liabilities accrue up to the date of termination.

## General Information

Any part of this agreement which is deemed void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that part in any other jurisdiction or of the remaining parts in that or any other jurisdiction.

If a part of this agreement is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this agreement.

Our failure to act (or our delay in acting) in response to a breach of this agreement is not a waiver of our power or rights.

This agreement is governed by and construed in accordance with the laws of South Australia, Australia.