



Summary of Standard Software Licence & Supply Conditions

This is a summary of the terms and conditions that apply to the Services which Bond Wireless will provide to the Customer. The full terms and conditions are contained in Bond Wireless' Software Licence and Supply Agreement which is available on request from Bond Wireless or accessed from the Internet at www.bondwireless.com.au. This application is subject to acceptance by Bond Wireless. By submitting this application, the Customer agrees to be bound by the Software Licence and Supply Agreement.

1. Definitions

Agreement means Bond Wireless' Software Licence and Supply Agreement.

Confidential Information means all confidential information relating to the Software and us, which is or has been disclosed under or in connection with the Agreement; or learnt or acquired in the performance of the Agreement, other than any such information which:

- (a) was in the public domain at the time of its provision, otherwise than through a disclosure in breach of the terms of the Agreement; or
- (b) is or lawfully came into the possession of the other party otherwise than as a result of a disclosure in breach of the Agreement.

Customer means you.

Intellectual Property Rights includes any rights associated with inventions, copyright, designs, trademarks, trade names, service marks, indicia of origin, business names, patents, petty patents, innovation patents and including any right to apply for any of the above rights.

MO means message originating. An MO occurs when a message originates or is sent from the Customer's mobile phone or computer

MT means message terminating. A MT occurs when a message is terminated at/or received by the Customer's mobile phone or computer.

Parties means Bond Wireless and the Customer.

Services means those SMS services provided to the Customer by Bond Wireless to facilitate the Use of the Software.

Software means software and ancillary products marked as Bond Wireless proprietary software.

Software Licence means the grant of a licence to use the Software from Bond Wireless to the Customer.

Spamming means the transmission of unsolicited mass SMS or email messages to businesses and people who have not agreed to receive the message.

Spoofing means the unauthorised access to a computer by sending a message to a computer with an IP address indicating that the message is coming from a trusted host.

Use means storing, loading, installing, executing or displaying the Software and using the Services supplied by Bond Wireless.

Warranty period means twelve (12) months from the date of your purchase of the Software unless extended by Bond Wireless.

2. Provision of Services

Bond Wireless will provide the Customer with the Services and such other services as it may agree to provide to the Customer from time to time.

3. Terms of Use

- (a) The Software is owned by Bond Wireless. Use of the Software is conditional upon acceptance and compliance with the Agreement.
- (b) Use of the Software constitutes acceptance of the Agreement.
- (c) If the Customer does not accept the terms of that Agreement, the Customer must immediately return the Software to Bond Wireless. Any money paid for the Software will then be refunded to the Customer.
- (d) If the Software is supplied with another product, the Customer may return the entire unused product for a full refund.



4. Grant of Software Licence

- (a) Bond Wireless grants to the Customer a non-exclusive non-transferable licence to Use one copy of the Software in accordance with the terms of the Agreement, unless otherwise agreed by the Parties.
- (b) Bond Wireless retains all rights not expressly granted to the Customer and retains ownership of the copyright and all other Intellectual Property Rights in the Software.
- (c) If the Software is licensed for 'concurrent use' the Customer may not allow more than the maximum number of authorised users to Use the Software concurrently.

5. The Customer's obligations

- (a) The Customer will ensure that it complies at all times with all laws and obligations applicable to the Services and their Use.
- (b) The Customer will not use the Services to transmit or publish any material which is defamatory of any person, or any material in breach of copyright or any obligations of confidentiality, or otherwise in breach any law, and the Customer will indemnify Bond Wireless for any loss or expense it suffers as a result of the Customer doing so.

6. Service plans

Service plans offered by Bond Wireless in connection with the supply of the Service generally consist of a monthly access charge and associated charges. Full details of the terms and conditions for each plan are set out in the Agreement.

7. Warranties

- (a) Bond Wireless does not warrant or make any representations:
 - (i) that the Software is of merchantable quality, suitable for your use, or is fit for any other purpose;
 - (ii) that the operation of the Software and the Services will be uninterrupted or that the Software is error free;
 - (iii) regarding the results of any Use of the whole or any part of the Software;
 - (iv) as to the accuracy, reliability or content of any data, information, service or goods obtained through the Use of the whole or any part of the Software and Services;
 - (v) that the Use of the Software will not infringe the Intellectual Property Rights of a third party.
- (b) The Warranties provided under the Agreement do not apply to defects resulting from:
 - (i) improper or inadequate maintenance or calibration;
 - (ii) software, interfacing, parts or supplies not supplied by Bond Wireless;
 - (iii) unauthorised specifications for the Software; or
 - (iv) improper site preparation or maintenance.

8. Intellectual property

- (a) All Intellectual Property Rights in the Software and all adaptations and improvements to the Software are owned by Bond Wireless and its third party suppliers.
- (b) Your licence confers no title or ownership in the Software and is not a sale of any rights in the Software.
- (c) The Customer must not cause Bond Wireless' Intellectual Property Rights to be infringed.

9. Disclaimer and Limitation of Liability

- (a) The *Trade Practices Act 1974* (Cth) and similar state and territory legislation in Australia confers the Customer with rights and remedies relating to the provision of the licence of the Software to the Customer by Bond Wireless, which cannot be excluded, restricted or modified (your 'Statutory Rights'). Bond Wireless excludes all conditions and warranties implied by custom, law or statute for your Statutory Rights.
- (b) Save for your Statutory Rights, in respect of the Software:
 - (i) The Software Licence is provided to the Customer without warranties of any kind (except for those referred to in clause 7), including, but not limited to, implied warranties of fitness for a particular purpose.
- (c) To the extent permitted by law, our liability for breach of any implied warranty or condition, which cannot be excluded by the Agreement, is limited, at our option, to one or more of the following:
 - (i) the replacement of the Software; or
 - (ii) the repair of the Software; or
 - (iii) the payment of the costs of replacing the Software;
 - (iv) the payment of the costs of having the Software repaired; or
 - (v) the supply of Services again or paying the cost of doing so.
- (d) Bond Wireless relies on your continued observance of the Agreement. In the event that Bond Wireless suffers loss or damage or incurs any costs associated with your breach of any of the terms of the Agreement or any associated legal obligation, the Customer agrees to indemnify Bond Wireless for those losses, damages and costs.
- (e) Bond Wireless, its employees, agents, contractors and the authors disclaim any and all liability and responsibility to any person, whether a user of this Software or not, in respect of anything (including, without limitation, any error in or omission from this Software) and of the consequences of any actions taken or omitted to be taken in reliance, whether wholly or partially, upon all or any part of the content, recommendations or help contained in the Software.
- (f) Bond Wireless and its authorised distributors disclaim all liability for any corruption of data, inability to access data, breach of privacy, downtime as a result of or arising from the use of any online link between the Software and another server including without limitation in connection with any Online Services.
- (g) Bond Wireless makes no warranty or representation in connection with the ability of mobile network operators to deliver SMS messages beyond the Bond Wireless Gateway.



10. Indemnity

- (a) The Customer expressly acknowledges that Bond Wireless does not exert control over your Use of the Software and the Customer will at all times indemnify and keep indemnified Bond Wireless from and against all loss, damage, cost, charge, expense (whether in contract or in tort including and without limitation, negligence) suffered by the Customer or any third party either directly or indirectly, as a result of:
 - (i) your Use of the Software and/or the Services;
 - (ii) your infringement of any third party Intellectual Property Rights in using the Software and/or the Services;
 - (iii) any breach of your obligations under the Agreement; and
 - (iv) any claims arising from the information, data, text or messages transmitted using the Software and Services, including but limited to, claims for defamation, invasion of privacy, infringement of Intellectual Property Rights or breach of any other applicable laws, regulations or codes.
- (b) The Customer releases and Discharges Bond Wireless from any action, proceeding, claim or demand which is or may be brought, made or prosecuted or threatened against Bond Wireless in respect of any loss of or damage that may arise either directly or indirectly in any way connected to your Use of the Software and the Services.

11. Confidentiality

- (a) The Customer will keep the Confidential Information confidential, and will not allow any written or electronically recorded material to be copied.
- (b) The Customer will not use information which the Customer acquire from Bond Wireless for any purpose without its prior written consent, which may cause Bond Wireless loss, whether by way of damage to its reputation, financial loss or otherwise.

12. Privacy opt in/opt out and spamming

12.1 Privacy

- (a) The Customer acknowledges that Bond Wireless collects and stores information relating to the Customer and messages sent via SMS by the Customer.
 - (i) The Customer authorises Bond Wireless to collect such information for verification and record keeping purposes only.
 - (ii) Bond Wireless warrants that only authorised personnel will be able to access this information.

12.2 Opt in/opt out and Spamming

- (a) Bond Wireless supports the right to privacy and does not condone Spamming as a technique for direct marketing
- (b) Bond Wireless may terminate the Agreement with any Customer who:
 - (i) uses Spamming techniques to solicit information; and,
 - (ii) does not remove a recipient from any customer database upon being requested to do so by the recipient ('opt out'); unless the recipient has elected to receive the information provided by the Customer ('opt in').