BobNett System - End User Licence Agreement

1. PURPOSE OF EULA

1.1   By using or accessing the *BobNett System*, you agree to comply with the terms and conditions of this EULA.

1.2   If you do not agree to these terms and conditions, you may not use or otherwise access the *BobNett System*.

1.3   This EULA is a contractual agreement between you and us.

1.4   The *BobNett System* is licensed, not sold, to you for personal use subject to the terms of this EULA. We reserve all rights not expressly granted to you in this EULA.

2. BOBNETT SYSTEM

The *BobNett System* allows Contractors and Hirers to interact with one another for the purpose of accepting engagements from Hirers who have registered on the *BOBNett System*.

3. LICENCE

3.1   You are granted a non-exclusive, non-transferable licence to use the *BobNett System* on any compatible computing device that you own or control and as permitted by any usage conditions we impose from time to time. You may not access the *BobNett System* on a computing device that you do not own or control.

3.2   Subject to any express rights granted to a Reseller or Hirer to the contrary, this EULA does not grant you the right to distribute the *BobNett System* or make the *BobNett System* available to any other person.

4. ALTERATIONS

4.1   The *BOBNett System* may be changed or altered by us from time to time as we think fit. This may comprise or include (without limitation) additional features or functionality, new releases or updates. Features and functionality may be removed or disabled.

5. PROHIBITIONS

5.1   You may not reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the *BobNett System*, any updates, or any part of it (except as and only to the extent that any foregoing restriction is prohibited by applicable law.

5.2   You expressly acknowledge and agree that use of the *BobNett System* is at your sole discretion and risk.

5.3   You will not use the *BobNett System* in any manner that is inconsistent with the terms of use of the *BobNett System* or in a way that infringes the intellectual property rights of any person or in a manner which is unlawful.

5.4   We reserve the right to change, suspend, remove, disable or impose access restrictions or limits on use of the *BobNett System* at any time without notice or liability to you.

6. AUTHENTICATION DATA

6.1   We store data in the cloud which is used to authenticate permitted users of the *BobNett System*. This data is limited to email address(es), encrypted password and a URL to the *BobNett System* to which a permitted user has access.

7. COMPLIANCE METRICS

Compliance metrics do not constitute legal advice and you shall take your own legal advice as well as consider use and suitability of the *BOBNett System* (including compliance metrics) in accordance with your own circumstances.

8. AVAILABILITY

8.1   We do not warrant or represent that:

8.1.1   the *BOBNett System* will be available other than at the local node of the data centre where it is hosted and provide no assurance of internet or network availability;

8.1.2   the *BOBNett System* will be error free; or

8.2   the *BOBNett System* will operate to any specific service level or level of functionality (save as detailed in a published specification at the relevant time).

9. INTELLECTUAL PROPERTY

All intellectual property rights in and concerning the *BobNett System* are vested in and the property of us or our relevant licensor.

10. DATA PROTECTION

10.1   The Hirer or Contractor (as relevant) shall retain ownership of any data or other content or information relating to its business that its inputs into the *BobNett System* (**Customer Data**).

10.2   We may nevertheless delete Customer Data and any other information or data as may be permitted or lawful.

10.3   Each permitted user shall ensure that Customer Data relating to it or another person is not unlawful and may not use any systems, hardware or software made available by us for unlawful or immoral purposes (in any relevant jurisdiction).

10.4   You shall comply and procure compliance with all relevant data protection and

privacy laws as they relate to your use of the *BobNett System*.

10.5　You agree to comply with our *Privacy Policy* from time to time. This is available at app.bobnett.net.

11.　TERMINATION

11.1　We may terminate this EULA or disable your access to and use (in whole or in part) of the functionality of the *BobNett System* in each case for any reason but without prejudice to antecedent rights and continuing obligations.

11.2　You may cease to use the *BobNett System*.

11.3　This EULA will terminate automatically and without any notice from us or by the *BobNett System* if you breach the terms of this EULA.

11.4　If this EULA is terminated by you or by us you must cease all use of the *BobNett System*.

11.5　Upon termination of this EULA neither of us will have any further obligations under this EULA other than:

11.5.1　in respect of any liability for antecedent breach; or

11.5.2　any liability in respect of provisions of this EULA which are expressed to continue in full force and effect notwithstanding termination.

11.6　The following clauses of this EULA shall continue in full force and effect notwithstanding termination of this EULA: 10 (*data protection*); 11 (*termination*), 13 (*limitation of liability*) 14 (*assignment*), 15 (*governing law*) and 16 (*definitions*).

12.　WARRANTIES

12.1　To the extent permitted by applicable law, the *BobNett System* and any services performed or provided by the *BobNett System* are provided "as is" and "as available".

12.2　We do not warrant against interference with your enjoyment of the *BobNett System* and no warranty is granted that the *BobNett System* will meet your requirements for any purpose.

12.3　No warranty is given that the operation of the *BobNett System* will provide uninterrupted or error-free functionality or that any defects known or unknown in the *BobNett System* will be updated and/or corrected.

13.　LIMITATION OF LIABILITY

13.1　We do not (to the extent lawful) give any guarantee, indemnity or warranty or make any representation of any kind, express or implied, written or oral, arising by statute, operation of law, course of dealing, usage or trade or otherwise with respect to the supply by us of any goods or services in connection with this EULA, except as expressly stated in it.

13.2　To the extent lawful, our aggregate liability for breach of and all liabilities under, in respect of and in connection with this EULA, as well as our duties at law and in equity (however arising) and whether in contract, tort (including without limitation negligence), under statute, under indemnities or on any other basis concerning the same is limited to an amount equivalent to any fees or amounts paid to us by you in the 12 months from the date when the cause of action first arose (or in the case of multiple causes of action with respect to related facts or claims then the first such date).

13.3　To the extent that we have failed to comply with a consumer guarantee under the Australian Consumer Law which cannot be excluded, our liability is limited (to the extent lawful) to, at our option:

13.3.1　in the case of goods - the replacement of the goods, the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods or the payment of the cost of having the goods repaired; or

13.3.2　in the case of services - the supply of the services again or the payment of the cost of having the services supplied again.

14.　ASSIGNMENT

You may not assign, dispose of or otherwise transfer this EULA or any rights or obligations under it without our prior written permission.

15.　GOVERNING LAW

This EULA is governed by the laws New South Wales.

16.　DEFINITIONS

In this EULA, unless the context otherwise requires or provides:

BOBNett System means the business procedures and systems developed by us comprising an internet-based job management system that provides Hirers with a range of digital tools to manage a sub-contracting workforce

Contractor means an independent contractor, business or other relevant person who is permitted to use the *BOBNett System* (not being us, a Reseller or a Hirer) being a person available to contract for services or who may

be performing work pursuant to a contract with a relevant person who is or has been looking for contracted services (in whatever form or capacity).

EULA means the end user licence agreement constituted by this document between us and you.

Hirer means a person who is permitted to use the *BOBNett System* by a Reseller for the purpose of engaging Contractors.

Reseller means as authorised reseller of the *BOBNett System*.

we, us, or **our** means Australian Bargaining Agency Pty Limited (ACN 078 760 513), trading as *Bob System Services*, whose usual place of business is at 2 Villiers Place, Cromer, New South Wales 2099.

you means a person permitted to use the *BobNett System*.