

Fair Use Policy

FSoft Pty Ltd



1. INTERPRETATION AND DEFINITIONS

1.1 Definitions

- (a) **Confidential Information** in relation to a person means all information disclosed by a person to another person during the use of the services and facilities provided by FSoft or in negotiations in relation to the subject matter of these services, including information of commercial value to any of the parties' competitors, financial information, performance or profitability reports, budgets, price lists, margins and marketing strategies, information found in the FSoft's manuals or policies and documents and other records incorporating any Confidential Information other than information that the recipient can establish:
1. is in the public domain except through disclosure contrary to this Agreement;
 2. is independently developed by the recipient; or
 3. is received by the recipient from another person who is not under any obligation of confidence in relation to the information.
- (b) **User** means a person, entity, representative, agent, employee or contractor who uses FSoft's facilities and services.
- (c) **Website** means portal.bizcore.com.au and/or www.bizcore.com.au.

1.2 In this Agreement, unless the contrary intention appears:

- (a) monetary values refer to Australian dollars (\$AUD);
- (b) a reference to a clause, subclause, paragraph or schedule is a reference to a clause, subclause, paragraph or schedule in this Agreement;
- (c) a reference to a subclause is a reference to the relevant subclause in the clause where the reference is made, and a reference to a paragraph is a reference to the relevant paragraph of the subclause in which the reference is made;

- (d) the clause and subclause headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer;
- (e) a cross-reference to a clause number is a reference to all its subclauses;
- (f) words in the singular number include the plural and vice versa;
- (g) the word "including" means "including, but not limited to" and the word "includes" means "includes without limitation";
- (h) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (i) a reference to this Agreement or any other instrument includes any variation, supplement to, or replacement or novation of this Agreement or other instrument;
- (j) a reference to a person includes an individual, a company, partnership, joint venture, association, corporation or other body corporate and a governmental agency;
- (k) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, but not limited to, by novation) and permitted assigns; and
- (l) a reference to legislation includes any amendments to that legislation, any consolidation or replacement of it, and any subordinate legislation made under it.

2. Overview

2.1 FSoft Pty Ltd seeks to provide its customers with secure and timely access to its facilities, services and any online services and resources.

2.2 The purpose of this policy is to:

- (a) Notify all Users of FSoft's facilities and services of their responsibilities, including what constitutes acceptable and unacceptable use; and
- (b) Manage the provision and modification of access to online services.

3. Application

3.1 This policy applies to all:

- (a) Subscribers of the services;
- (b) Employees of the subscribers;
- (c) Customers of the subscribers; and
- (d) temporary agency staff and contractors.

4. Prohibited use

4.1 Users must not use, and must not allow others to use, FSoft's facilities or services for any of the following:

- (a) Engage in rude, abusive or threatening language;
- (b) Communicate in a way that discriminates, intimidates or is offensive to a person's race, orientation, gender or beliefs;
- (c) Make any false or misleading statements;
- (d) Distribute material that is defamatory, abusive, intimidating, threatening, harassing or illegal under legislation;
- (e) Participate in unauthorised copy or distribution of material such as copyrighted works or confidential information including any confidential customer or client information;
- (f) hacking or entering into any communications that may be deemed unlawful;
- (g) distribute of unsolicited bulk email (also known as spam);
- (h) transmission of unsolicited mail, advertising material or any other material which is offensive or indecent or otherwise contrary to law or relevant FSoft policies;
- (i) activities carried out in a manner which could expose FSoft or any entity with which it conducts business, to loss or liability;

- (j) engage in activities that cause an unreasonable or excessively large burden on our systems and services or any actions that may damage the network or systems or cause impairment of their quality and integrity; or
- (k) engage in an activity that does not comply with FSoft's operating procedures, policies and behavioural standards.

5. Rebates

- 5.1 A subscriber must not deliberately change the frequency of transactions for the purposes of benefiting from a higher rebate from the successful transactions.
- 5.2 If FSoft suspects that the frequency of transactions has been increased for the purposes of obtaining a higher rebate each month:
 - (a) FSoft reserve the right to withhold any rebates payable; and
 - (b) FSoft may cancel the provision of the rebate provided to the subscriber indefinitely.

6. Breach of Fair Use Policy

- 6.1 If FSoft reasonably believes that you are in breach of this Fair Use Policy, without reducing or restricting our rights under our agreement, where we consider your use unreasonable, FSoft may:
 - (a) Limit accessibility to any services provided by FSoft;
 - (b) Suspend access to the BizCore Platform;
 - (c) Terminate your service agreement; or
 - (d) Terminate your licence agreement.

7. Amendment

- 7.1 This policy may be amended, supplemented, replaced or varied at any time by FSoft Pty Ltd.

7.2 If the policy is amended, supplemented, replaced or varied it will be updated on the Website within 14 days of any changes being made.

Executed by an Authorised Representative of)
FSoft Pty Ltd ACN 610 678 209 in the)
presence of:)
)
)

 Adrian Spoto
Signature and Name of Witness

 Michael J Haggarty
Signature of Authorised Representative