

TIESERVER
TERMS AND CONDITIONS OF USE

1. DEFINITIONS

Account means Your user account, available only to persons authorized by You as may be varied from time to time, as you require. An Account is created by registering via Our Website, paying the relevant Fees and agreeing to this Agreement.

Application means the Report-IT smartphone App and internet web based applications to which this Agreement relates and includes Report-IT Enterprise, TieServer Console, Report-IT Live and any related applications offer by Us.

Carrier means any service provider of broadband, telecommunications, or mobile telecommunications services that You use.

Codecs means any Tieline codec required by You and being any professional hardware audio codec device that is manufactured by Tieline, enabling the use of the Services and the Applications and allowing You the ability to connect and broadcast live. Audio Codecs are identified and associated with the Service via their serial number.

Customer means You.

Dealer means a licensed re-seller of the Products and Services, with authority from Us to sell the same to You.

Device means any device which can utilize the Application or is used to access the Application and includes Codecs, computers and any Supported Mobile Platforms.

Domain means the Tieserver domain which provides access to the Service and demarcates information relating to Your customer owned Audio Codecs, other supported equipment & services, and Users from those of Your customers' entities.

Fair Use Policy / FUP means the fair use policy detailed at clause 4.5 of this Agreement.

Fees means the charges payable by You to use the Application and shall be excluding GST unless otherwise noted.

GST means Goods and Services Tax.

ISP means Internet Service Provider.

Privacy Policy means the privacy policy provided with this Agreement and found at <http://tieline.com.au/Support/Privacy-Policy>;

Services means any one or more of the services offered by Us from time to time.

Supported Mobile Platforms means those platforms which can support the Application, being those detailed in Appendix A of these Conditions and subject to variation from time to time and with the current list of the same to be as noted on our Website at <http://www.tieline.com/tieserver-compatibility>.

Supported Browser Versions means those browser versions which can support the Application, being those detailed in Appendix A of these Conditions and subject to variation from time to time and with the current list of the same to be as noted on our Website at <http://www.tieline.com/tieserver-compatibility>.

User means You, an account holder, Your employees, representatives, consultants, contractors, interviewees, guest contributors or agents who are authorized to access the Service from the Applications (or other means) using credentials supplied by You (or by Tieline or Your authorized Tieline dealer at Your request) or any individual that You allow access to Your Account, the Application and any User is deemed to have accepted this Agreement.

We, Us and Our mean Tieline Research Pty Ltd (ACN 099 303 045, ABN 29 099 303 045) trading as Tieline.

Website means Our website.

You and Your mean the Customer and / or User.

2. Your Account

2.1 Opening an Account

You may become a User at your will, subject to acceptance of this Agreement, by downloading the Application and being provided with an Account.

By applying for an Account, You are deemed to have accepted this Agreement and You confirm that you are eligible for an Account as per clause 2.3 of this Agreement.

2.2 User Name and Password

When You register, We will provide You with a user name and password. You will be responsible for all activities that occur under your user name and password and therefore you should keep your password confidential. Any persons that You authorize to use Your Account will be deemed to have Your authority at all times and will be deemed to have accepted this Agreement.

2.3 Users

A Report-IT Enterprise Subscription for a given TieServer Domain includes one Administrator Account and provisions for the creation, deletion, configuration, and use of up to 10 User Accounts.

Additional Users of an Account may be added in increments of 10 User Accounts, for an additional fee, with any additional User Accounts expiring at the expiration of the Report-IT EE Subscription to which it was added. Such Add-on Subscriptions may be purchased at any time during the term of a Report-IT EE Subscription. Any Users Accounts that are created as part of such Add-on Subscriptions are subject to the same conditions and Fair Use Policy as those relating to the User Account provisions included with a Report-IT EE Subscription.

An optional Add-on license may apply to all Accounts or a subset of Accounts. The set of Accounts to which an Add-on license applies, and the term of an Add-on license, shall be outlined in Your sales agreement for the Add-on license with Us and/or the Dealer. Optional Add-on licenses applying to an Account shall terminate with any subscription associated with the Account.

2.4 Eligibility for Account

You must be over the age of eighteen (18) years of age to be eligible to be a User and hold an Account.

2.5 International Use

If You use the Application in a location outside of Australia, you do so on your own initiative and You are responsible for compliance with any applicable local laws.

2.6 Electronic Contracting

Your use of the Services includes the ability to transfer audio and visual content electronically. You acknowledge that electronic submissions via Your Account constitute Your agreement and intent to be bound by this Agreement, including our Fair Use Policy. Your agreement and intent to be bound by electronic submissions applies to all records relating to all transactions you enter into via the Application and our Website, including notices of cancellation, policies, contracts, and applications. In order to access and retain your electronic records, you may be required to have certain hardware and software, which are your sole responsibility. You must ensure any User of your Account is aware of this Agreement and the terms and conditions contained herein.

2.7 Term of Agreement

Subject to this section, this Agreement will remain in full force and effect while you use the Application and/or maintain an Account. We have the right to terminate this Agreement, or suspend or terminate your access to the Services / Application, immediately effective upon sending notice to you at the email address you provide in your Account. Upon termination of this Agreement, your right to access and use the Service will terminate immediately. You agree that We will have no liability to You for any costs, losses, damages, or liabilities arising out of or related to our termination of this Agreement, providing that such loss or damage has not resulted from Our breach of this Agreement or Our negligent acts or omissions.

2.8 Fees

The Application download is free and use of the Application with the Account is subject to an annual subscription service to which an annual fee is payable by You. The first year of Your use of the Application and Services will also include an establishment fee, which will be waived during any subsequent year of your continued use of the Account. Optional PC/Mac TieServer Console browser-based configuration is available for an additional low annual subscription.

You will be charged Fees as outlined in Your agreement with Us and / or the Dealer.

We reserve our rights to alter the Fees and we will notify you of the same if there are changes.

Access to the Service and the features available are determined by an annual subscription together with any additional Add-on Subscriptions or Add-on License Options. At a minimum, a current "Report-IT Enterprise" Subscription is required for the Applications to use the Service. Unless otherwise stated, any Subscriptions are valid for 1 year from the date of activation and must be renewed at the end of this term to continue access to associated Service features.

2.9 Account Information

You warrant that any information provided by You in the course of applying for an Account and in the course of using the Application, is current, complete and accurate. You must maintain and update all information provided to Us and ensure that such information is current at all times. You must not register as a User under false identities or personas. You agree that We may store and use Your information You provided for use in maintaining and billing fees to You and Your Account.

2.10 Security of Account Information

You are responsible for keeping Your account, sign-in, information, including your passwords, secret questions and other personal information secure. Without limiting the foregoing, you agree:

- (a) Not to permit any other person to use your account details, unless they are an authorized User;
- (b) Not to disclose, or provide to any other person, your secure information in connection with your Account that may allow them to gain access to your Account;
- (c) You agree to notify Us immediately of any unauthorized use of your user name or password or if you believe that a password linked to Your Account is no longer confidential;
- (d) We reserve the right to require you to alter your user name and/or password if We believe that your Account is no longer secure; and
- (e) We shall not be responsible for any losses arising out of the unauthorized use of your Account.

2.11 Use of Your Information

By creating an Account, you hereby authorize Us to use your account information in accordance with the Privacy Policy for the purposes of sending periodic mailings to you about the Application, the Services, any changes to this Agreement or any related information such as sales, news and marketing information.

We may use Your email account details as provided in your Account to provide you with invoices and receipts from Us or our related entities and to inform you when this Agreement has been amended.

We may also use Your email account details as provided in your membership application to provide you with marketing based material, which may include discounts, specials, product information plus others, from Us or our related entities unless You have requested that this service be disabled to You.

2.12 Electronic Communication

We will communicate with You via electronic means to the email address provided for your User Account. For contractual purposes, You:

- (a) Consent to receive communications from Us in an electronic form; and
- (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that We provide to you electronically satisfy any legal requirement that such communications would satisfy if it were in hardcopy writing.

The foregoing does not affect your non-waivable rights.

2.13 Terminating Your Account by Us

We may, at Our sole discretion, suspend Your ability to use the Application or Your Account or may terminate this Agreement effective immediately and without notice to you if you cause a material breach to this Agreement, including, but not limited to:

- (a) A breach of the Fair Use Policy;
- (b) We reasonably believe that there is fraudulent activity related to your Account;
- (c) We have been informed by any government or related agency that Services should not be provided to you; or
- (d) We believe You have violated or acted inconsistently with the letter or the spirit of this Agreement.

We reserve the right to modify, suspend, or discontinue the Services (or any part or content thereof) or cease allowing you access to the Application at any time with or without notice to You, and We will not be liable to You or to any third party should it exercise such rights.

2.14 Terminating Your Membership by You

You may terminate / close your Account with Us at any time by delivering notice to Us at support@tieline.com. The email must contain a contact number so that You can be properly identified and monies, if applicable, appropriately returned to You. Your Account will then be terminated: see "Termination of Services".

2.15 Reactivating a Suspended or Terminated Account

After any suspension or termination of your Account by Us, You may be required to respond to an authenticating message to reactivate your Account and/or pay a reactivation fee. You agree that We will not be liable to You for any termination of this Agreement or for any restricted access to the Application or Services.

2.16 Third Party Images and Content

You agree that should you upload, use or promote any audio or visual content, You agree and warrant that you have full permission to use the same or alternatively are the legal owner of the same and are not using the material in breach of any copyright or intellectual property rights of the owner of the same. You agree to indemnify Us from any actions, demands, suits or otherwise in relation to the content uploaded and or used by You via the Application or the Services.

3. Services Provided

3.1 Requirements for Use of the Application

In order to use the Application and have access to the Services You will require:

- (a) Acceptance of this Agreement (any use of the Application, Website and Services is deemed to be acceptance of this Agreement, including any free access that does not require an Account);
- (b) The Applications installed on a compatible "Device" (in doing so accepting Apple's & Google's respective standard EULA for the iTunes App Store and Google Play respectively).
- (c) a "Report-IT Enterprise" Subscription from an authorized Tieline Dealer listed at <http://tieline.com/dealer>
- (d) An active Account, complete with accurate details of your company, appointed administrator and service email address;
- (e) Necessary Codecs;
- (f) Payment of any applicable Fees; and
- (g) A Supported Mobile Device;
- (h) OR a computer with a Supported Browser.

3.2 Services Available

We will provide the Services and an Account to you after you have registered via our webpage at <http://www.tieline.com/register>. Upon creation of your Account and the requirements of clause 3.1 of this Agreement being satisfied, You will be able to start using the Application and the Services.

We give no warranty or undertaking as to the quality of the Services or any internet providers.

3.3 Availability of Services:

You acknowledge and agree that the availability of the Internet and your ability to use the Services is on an “AS IS” and “AS AVAILABLE” basis. You acknowledge availability of web-based services is not guaranteed. We are not responsible for any limitations of the Internet or the service provided by Your ISP. In the event Your ISP fails to deliver any communication to any Account holder or other Application User in a timely fashion, due to, but not limited to, ISP issues, Internet issues, mobile network failure or non-compatibility of your smart phone device with the Application, you acknowledge and agree that We shall not be liable for any loss or damage. In addition and without limiting the foregoing in no event will We be liable for any error by You in using the Services or the Application.

You acknowledge that:

- a) we do not warrant that your Internet Service will be uninterrupted or error-free;
- b) we cannot guarantee a timeframe for restoration of your Internet Service, should it fail; and
- c) we are not liable to you for any loss or damage you may suffer as a result of using the Internet to send or receive data which may contain viruses or other harmful software.

3.4 Modification of Services

We reserve the right, in Our sole discretion, to modify the Services from time to time and without notice, including removing, adding or modifying the Services. We shall have no liability to You for any modification or discontinuation of the Services providing that such loss or damage has not resulted from the Our breach of this Agreement or Our negligent acts or omissions. If you object to any such changes your sole recourse shall be to cease using the Application. Continued use of the Application following any such changes shall indicate your acknowledgment of such changes and satisfaction with the Services and Application as so modified.

3.5 Audio Codecs

Unless with explicit permission from Tieline or provided as part of a demonstration agreement with Tieline or any recognized dealer, any Audio Codec associated with a TieServer Domain and therefore Report-IT Enterprise Subscription, must be owned by the customer entity that has purchased the associated Report-IT Enterprise Subscription. Any given Audio Codec may only be associated with one TieServer Domain at a time unless provisions for sharing an Audio Codec are made available via an appropriate Add-on license.

An optional Add-on license may apply to all Codecs or a subset of Codecs. The set of Codecs to which an Add-on license applies, and the term of an Add-on license, shall be outlined in Your sales agreement for the Add-on license with Us and/or the Dealer.

3.6 Supply of Service

We do not guarantee, represent, or warrant that your use of the Application or Service will be uninterrupted or error-free, and You agree that from time to time we may remove the Service for indefinite periods of time, or cancel the Service at any time, without notice to you for maintenance or other reasonable issues.

We will use commercially reasonable efforts to make the Service generally available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which We shall give at least 8 hours notice via the Service and which We shall schedule to the extent reasonably practicable during the weekend hours from 12:00 p.m. WAST (GM+8) Saturday to 12:00 p.m. WAST (GM+8) Monday); or (b) any unavailability caused by circumstances beyond Tieline reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware,

software or power systems not within Tieline's possession or reasonable control, and network intrusions or denial of service attacks.

3.7 Upgrades

We may provide you with upgrades, updates or enhancements to the Service and Application from time to time.

3.8 Technical Support

You are entitled to standard support from Tieline consisting of telephone help desk or online support services, as outlined at www.tieline.com/support.

4. Use of the Application

4.1 Content Availability

We reserve the right to change content options (including eligibility for particular features) without notice to You.

4.2 Usage Rules

- (a) You shall use the Application and your Account in compliance with the usage rules in this clause 4 and in accordance with this Agreement.
- (b) We reserve the right to modify this Agreement at any time.
- (c) You shall not access or attempt to access an Account that you are not authorized to access.
- (d) Violations of system or network security may result in civil or criminal liability.

4.3 Third-Party Materials

Services available via the Application may be provided by third parties and We may provide links to third-party websites as a convenience to You.

You agree that We are not responsible for examining or evaluating the content or accuracy of any third parties. You hereby release us from any and all liability or responsibility resulting from any third-party Services or websites, or for any other materials, products, or services of third parties which you may use.

You agree that you will not use any third-party materials in a manner that would infringe or violate the rights of any other party and that We are not in any way responsible for any such use by you.

4.4 Intellectual Property

We own all proprietary and intellectual property rights in the Application and the Website (including text, graphics, logos, icons and sound recordings) and other material underlying and forming part of the Application and the Website.

You may not without Our prior written permission, in any form or by any means reproduce, copy, adapt, distribute, display, print, perform, publish or create derivative works from any part of the Website or Application or commercialise, copy, or on-sell any information, or items obtained from any part of the Website or Application.

You agree that the Application, including but not limited to domains, products, graphics, user interface, audio clips, video clips, editorial content, and the scripts and software used in the Application to implement the

Services, contains proprietary information and material that is owned by Us and/or Our licensors, and is protected by applicable intellectual property and other laws, including but not limited to copyright.

You agree that you will not use such proprietary information or materials in any way whatsoever except for use of the Application in compliance with this Agreement. No portion of the Application or Website may be reproduced in any form or by any means, except as expressly permitted in these terms, or allowed in writing by Us. You agree not to exploit the Application in any unauthorized way whatsoever.

Notwithstanding any other provision of this Agreement, We reserve the right to change, suspend, remove, or disable access to the Application, content, or other materials comprising a part of the Application at any time without notice. In no event will We be liable for making these changes. We may also impose limits on the use of or access to certain features or portions of the Application, in any case and without notice or liability.

All copyrights in and to the Application (including the compilation of content, postings, links to other Internet resources, and descriptions of those resources) and related software are owned by Us and We reserve all our rights in law and equity.

You agree that the use of the Application or any part of the Services, except for use of the Application and Services as permitted in this Agreement, is strictly prohibited and infringes on the intellectual property rights of others and may subject You to litigation, including possible monetary damages, for copyright infringement.

Any of our trading names, trademarks, service marks, graphics, and logos used in connection with the Website and / or Application are trademarks or registered trademarks of Ours in Australia and/or other countries. Other trademarks, service marks, graphics, and logos used in connection with the Application or Services may be the trademarks of their respective owners. You are granted no right or license with respect to any of the aforesaid trademarks and any use of such trademarks.

4.5 Fair Use Policy

This Fair Use Policy ("FUP") is designed to prevent fraud and abuse of Subscriptions by a small number of customers. It is also intended to protect Us incurring excessive operational costs as a result of unanticipated and possibly unintentional excess usage by some Users that would impact Our ability to provide the Services to all users at a reasonable cost.

Subject to this FUP, We allow for Users to access a particular Domain from an Application installed on the User's Device and as many supported Devices as necessary to suit the specific operational needs of the User.

Accounts are intended for individual use and therefore intended that they be used to authenticate Devices that an individual owns or has permission to physically use for the purpose of performing the functions of the Applications / Services.

In some cases, the operational needs of a User may result in a small group of individuals sharing a particular Account. This may extend to scenarios whereby a single Account may be used by many interviewees or guest contributors. These cases (where determined to be in the spirit of this FUP) as well as the aforementioned intended individual use of Account form (but not necessarily limit) the

We may use automated systems to determine and take immediate automated action where such systems determine that usage of the Services may not be Legitimate Use. In this case, use of additional devices for the Domain in question (not previously used to access the particular Domain) may be temporarily prevented from accessing the Service until such time that Legitimate Use can be verified.

We may also at Our option, terminate Our relationship with You, or may suspend Your Account immediately if it is determined that You are using your Account contrary to this FUP or other terms of this Agreement. Where

reasonable, We will provide you with notice of improper usage before suspension or termination of your Account and, if appropriate, We may offer You an alternative subscription to the Services with an adjustment of the Fees payable by You.

5. License to Use Application

The Application made available through Us is provided to You under license and is not sold to you. Your license to use the Application that you obtain through Us is subject to your prior acceptance of this Agreement in its entirety. We reserve all rights to the Application not expressly granted to you under this Agreement. Your use of the Application is deemed acceptance of this Agreement.

Subject to the terms of this Agreement, We grant to you a nontransferable, nonexclusive, royalty-free, fully paid, worldwide license (without the right to sublicense) to install and execute one copy of the Application, in executable object code format only, solely on Supported Mobile Platforms (or via the Website) and solely for your use of the Services.

5.1 Scope of License

This license granted to you for the Application by Us is limited to a nontransferable license to use the Application on any Supported Mobile Platforms and / or Supported Browser Versions as applicable that you own or control and as permitted pursuant to this Agreement. This license does not allow You to use the Application on any Device that You or a User does not own or control, and except as provided in the Usage Rules, you may not distribute the Application.

5.2 Restrictions

The rights granted to you in this Agreement are subject to the following restrictions:

- (a) you shall not license, sell, rent, lease, transfer, assign, distribute, host, outsource, disclose or otherwise commercially exploit the Application or make the Application available to any third party;
- (b) you shall not modify, copy, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Application or support others' attempts, to circumvent, reverse engineer, decrypt, break or otherwise alter or interfere with the Application;
- (c) You shall not access the Application in order to build a similar or competitive product or service;
- (d) except as expressly stated herein, no part of the Application may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording or other means;
- (e) Any future release, update, or other addition to functionality of the Application provided by Us (if any) shall be subject to the terms of this Agreement unless We expressly states otherwise;
- (f) You shall preserve all copyright and other proprietary rights notices on the Application and all copies thereof;
- (g) If You sell your Device to a third party, you must remove the Application from the Device before doing so;
- (h) You agree that We shall have a royalty-free, worldwide, perpetual license to use or incorporate into the Service and or Applications that use it any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by You or

Your Users relating to the Service or Applications and hereby waive any claim to copyright of those ideas;

- (i) The terms of this license will govern any upgrades provided by Us that replace and/or supplement the original Application, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern.

5.3 Consent to Use of Data

You agree that We may collect and use technical data and related information in accordance with the Privacy Policy—including but not limited to technical information about Your Device, system and application software, and peripherals—that is gathered periodically to facilitate the provision of software updates, product support, and other services to You (if any) related to the Application. We may use this information, as long as it is in a form that does not personally identify You, to improve its products or to provide Services or technologies to You.

You may view Your data and amend the same in accordance with the Privacy Policy.

5.4 Termination

The license is effective until terminated by You or Us, or if this Agreement comes to an end (such as the expiry of Your Subscription), whichever occurs sooner. Your rights under this license will terminate automatically without notice from Us if You fail to comply with any terms of this Agreement. Upon termination of the license, you shall cease all use of the Application.

6. Limitation of Liability

- (a) To the extent not prohibited by law, in no event shall We be liable for personal injury or any incidental, special, indirect, or consequential damages whatsoever, including, without limitation, damages for loss of profits, loss of data, business interruption, or any other commercial damages for your use of the Application, Services or transactions you enter into or losses, arising out of or related to your use or inability to use the Application or Services, however caused, providing that such loss or damage has not resulted from the Our breach of this Agreement or Our negligence act, omission.
- (b) In no case shall We, our directors, officers, employees, affiliates, agents, contractors, or licensors be liable for any direct, indirect, incidental, punitive, special, or consequential damages arising from your use of any of the services or for any other claim related in any way to your use of the Application or Services, including, but not limited to, any errors or omissions in any content or transaction, or any loss or damage of any kind incurred as a result of the use of any content (or product) posted, transmitted, or otherwise made available via the Services, even if advised of their possibility providing that such loss or damage has not resulted from the Our breach of this Agreement or Our negligence act, omission.
- (c) We shall use reasonable efforts to protect information submitted by you in connection with the Services and Application, but you agree that your submission of such information is at your sole risk, and we hereby disclaims any and all liability to you for any loss or liability relating to such information in any way providing that such loss or damage has not resulted from the Our breach of this Agreement or Our negligence act, omission.
- (d) You agree that, to the maximum extent permitted by law, any and all liability and responsibility of Us to you or any other person under or in connection with this Agreement, or in connection with the Services, the Website/s, or your use of or inability to use the Application or the Website is excluded regardless of whether such liability arises in contract, tort (including negligence), equity, breach of statutory duty or otherwise providing that such loss or damage has not resulted from the Our breach

of this Agreement or Our negligence act, omission. Our liability and responsibility is excluded in respect of any and all loss or damage, whether direct or indirect, including, without limitation, loss of profits, loss of data, loss of business or anticipated savings, general and special damages and consequential and incidental loss.

7. Disclaimer

We and our affiliates make no warranties, express or implied, with respect to content codes, allowances, the Website or the Application, including, without limitation, any express or implied warranty of merchantability or fitness for a particular purpose.

You expressly understand and agree that:

- (a) Advertisements appearing on the Website or within the Application do not constitute a recommendation or endorsement of the advertised product or service by Us and We are not responsible for any representation made in connection with such advertisements.
- (b) While we have systems in place to reduce the risk of credit card fraud, We are not responsible for protecting members from credit card fraud.
- (c) We warrant that any and all disputes (and refunds if applicable) which arise as a direct result of an error in the Application will be resolved by us in accordance with this Agreement. We shall bear full responsibility for quality, performance, accuracy, efforts and results to be obtained through the use of the Application. However, no advice or information, whether oral or written, obtained by you from Us or through the services shall create any warranty not expressly made herein.

8. Indemnification

8.1 By using the Application, You agree to indemnify and hold Us, our directors, officers, employees, affiliates, agents, contractors, and licensors harmless with respect to any claims arising:

- (a) out of a material breach of this agreement; or
- (b) your use of the Application; or
- (c) any action taken by Us as part of our investigation of a suspected violation of this agreement;
or
- (d) as a result of our finding or decision that a violation of this agreement has occurred.

8.2 This means that you cannot sue or recover any damages from Us, Our directors, officers, employees, affiliates, agents, contractors, and licensors as a result of our decision to remove or refuse to process any information or content, to warn you, to suspend or terminate your Account, or to take any other action during the investigation of a suspected violation or as a result of Our conclusion that a serious violation of this agreement has occurred.

8.3 You agree to indemnify and hold harmless Us and Our agents, employees, representatives, licensors, affiliates, officers from and against any and all claims, liabilities, damages, losses, costs, expenses, fees (including reasonable legal fees and court costs) resulting or arising from any third-party claim, providing that such loss or damage has not resulted from the Our breach of this Agreement or Our negligence act, omission, in connection with:

- (a) any information You (or anyone accessing the Services using your Account) submit or transmit through the Services; or
- (b) Your use of or access to the Services; or

- (c) Your breach of this Agreement; or
- (d) Your violation of any rights of any third party, or
- (e) Any viruses, trojan horses, worms, time bombs, cancel bots, spyware or other similar harmful or deleterious programming routines input by You into the Application or Webpage.

9. Privacy

Except as otherwise stated in this Agreement, this Agreement and the use of the Application and Your details are at all times subject to Our Privacy Policy.

We will notify You of any changes to the Privacy Policy, in accordance with the said Privacy Policy.

10. GENERAL PROVISIONS

10.1 Changes to Terms and Conditions

We reserve the right at any time to modify this Agreement and to impose new or additional terms or conditions on your use of the Application. Such modifications and additional terms and conditions will be effective immediately and incorporated into this Agreement. Your continued use of the Application will be deemed acceptance thereof.

We may update this Agreement from time to time and any changes will be notified to you via the e-mail address provided by you on registration or via a suitable announcement within the Application. The changes will apply to the use of the Application after we have given notice. If you do not wish to accept the new Terms and Conditions you should not continue to use the Application. If you continue to use the Application after the date on which the change comes into effect, your use of the Application indicates your agreement to be bound by the new Terms and Conditions.

10.2 Partial Invalidity

If any provision of this Agreement becomes or is held to be invalid, unenforceable or illegal for any reason, and in any respect, that provision shall be severed from the remaining terms and conditions which shall continue in full force and effect.

10.3 Governing Law

This Agreement is governed by the laws of Western Australia. You submit to the non-exclusive jurisdiction of the Courts of Western Australia and respective states or territories where accounts are maintained or orders transacted.

10.4 Entire agreement

This Agreement supersedes all previous conditions, understandings, commitments, agreements and representations whatsoever whether oral or written, and constitutes the entire agreement, between the parties, relating to the subject matter of this Agreement.

Appendix A - Supported Platforms

The following minimum Supported Browsers and Supported Mobile Devices (save for Android Devices) have been tested for use with the Application and Website and the software versions as noted below is, in our opinion, compatible with the Application. As these devices and their software are capable of being updated, We give no guarantee that the Application will be compatible immediately, or at all with any new updates you install on your computer or Supported Mobile Device.

TieServer Management Console - Supported Browsers

- Internet Explorer version 6+ with compatible plugin for Java 1.6_10+##
- Firefox version 3+ with compatible plugin for Java 1.6_10+##
- Safari version 5+ with compatible plugin for Java 1.6_10+##

or browser supported java version greater than 1.6 Update 10

Tieline Application - Supported Mobile Devices

- iPhones, iPads, iPods as outlined on the Apple App Store.
- Android Devices as outlined on Google Play**

**NB: We do not guarantee that the Application will work successfully on Android Devices due to the array of Android Devices and configurations.