



END USER LICENCE AGREEMENT

FYI End User Licence Agreement (EULA)

Terms

By logging in to use a FYI account, you agree that you are bound by these Terms of Service (the "Terms") in your use of FYI and all Services provided to you by FYI.

These Terms may be changed by FYI from time to time. Any changes will be notified to you upon log-in to the site. FYI will also endeavour to keep you updated on changes to the Terms via notifications on FYI' corporate blog. Your continued use of the service after the update will be deemed to be with your consent to the new Terms.

Definitions

"Customer" means the person who subscribes to use the services, or the entity on whose behalf the person subscribes.

"Data" means data input by You into the services. It includes anything you upload to, store on or transmit through the services, including documents, photos, email.

"End user" means any person who is authorised by the customer to use the services, and includes You.

"Services" means any service provided by FYI.

"Software" means all of the FYI applications and access to Your Data.

"FYI" is the trading name of FYI Software Pty Ltd.

"FYI" is document management service available through the web.

"Us", "We" and "Our" refers to "FYI".

You are the user of the services.

License

FYI grants you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the Software provided to you by FYI as part of the service, for the sole purpose of enabling you to use and enjoy the benefit of the Service as permitted in these Terms until this agreement is terminated.

Your obligations

You must only use FYI' services for lawful business purposes as required by the Customer whose account you are signed into.

You remain solely responsible for complying with all applicable accounting, tax and other laws. It is Your responsibility to check that storage of and access to your Data via the Software will comply with laws applicable to you (including, but not limited to, any laws requiring you to retain records).

No unlawful or improper conduct

You are responsible for your own conduct and all conduct by anyone else using your account. Your account may only be used for legal and proper purposes, including, without limitation, that you will comply with all laws and regulations relating to copyright, privacy and the storage and transmission of data and technology of all relevant jurisdictions.

You will not:

- Upload or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.
- Interfere with or disrupt FYI's services, servers, or networks connected to FYI's service.
- Allow usage by others in such a way as to violate these Terms.
- Access or attempt to access any of FYI's services by any means other than through the interface that is provided by FYI.
- Reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion or use of, or access to, the service unless you have been specifically permitted to do so in a separate written agreement.

Termination

Termination by FYI

FYI may suspend or terminate this agreement and your use of the services without notice if you breach these Terms, by terminating your user account. FYI decision to terminate your user account is at its sole and unfettered discretion and you will not have any recourse against FYI for termination.

Effects of termination

Upon termination of your user account, you will lose access to FYI and your backup data.

Intellectual Property

You do not obtain any ownership or intellectual property rights from FYI by opening and using your account with FYI. FYI and/or any licensors to FYI own all legal rights, title and interest in and will retain all legal rights, title and interest in the services, including (without limitation):

All software comprising a part of the services whether hosted on FYI' servers or deployed by you or a third party to enable use of the services.

All intellectual property in the website itself and any software running the website.

You retain all intellectual property rights in your data. These Terms do not give FYI any rights to your data, other than the limited rights necessary for provision of the service. You grant FYI a licence to use, copy, transmit, store and back-up your data for the purposes of enabling you access to your data, and for any purpose related to provision of the services to you. For more information on how FYI may use your data, please see FYI's Privacy Policy.

Privacy and Confidentiality

The privacy of your data is important to FYI. The Services and FYI website are subject to our Privacy Policy, which can be found at our website.

Your data is considered confidential information. You and FYI agree to preserve confidentiality in each other's confidential information. Neither you nor FYI will disclose each other's confidential information to third parties, nor use it for your own benefit, unless permitted in these Terms.

No Liability

The use of the FYI service is at your own risk. To the maximum extent permitted by law, FYI expressly disclaims all warranties and conditions of any kind, either express or implied, including (but not limited to) the implied warranties of merchantability, fitness for a particular purpose and non-infringement of any third party intellectual property rights.

In addition, FYI does not warrant that:

- The service will meet all of your requirements
- The service will be secure, timely, error-free or uninterrupted
- Any errors in the software will be corrected

Any material that you download, use or obtain through the use of the service is at your own risk. You are solely responsible for any damage to your computer, or any other device, or for loss of data that results from the download of any such material.

FYI will not be liable to you for any direct, indirect, consequential or special damages to you, including (but not limited to) damages for loss of profits, damages for loss of goodwill, loss of use, data or other intangible losses, even if FYI has been advised of the possibility of those damages, resulting from your use of FYI services.

Data Security - Limitation of Liability

FYI takes all reasonable, in all the circumstances, steps as to be expected of a commercial data storer to ensure that your data is stored intact, without data loss and without unauthorised access to data. Reasonable steps include those steps expected by any company charging a similar price for documents of an ordinary, but not extraordinary level of commercial sensitivity in Australia. FYI does NOT warrant that there will be no security breaches or loss of data.

In the event that there is a Data Loss or security breach event, FYI will not be liable in any case for damages in excess of the total monthly fee payable by you for FYI services.

Indemnity

You agree to indemnify FYI from and against liability for all claims, liabilities, damages (actual and consequential) losses and expenses (including full legal and other professional fees on a solicitor/client basis) arising from or in any way related to any third party claims relating to your use of any of the Services, or the use of your account by any party to whom you have passed your account authentication details.

Jurisdiction

These terms are subject to the laws of Australia. You are subject to the exclusive jurisdiction of the High Court of Australia for any matters arising directly or indirectly from these terms.

