



# FRONTLINEBI

KNOW THE NUMBERS

**FRONTLINEBI PTY LTD**  
(ACN 634 685 215)  
(Frontline)

## TERMS OF SERVICE

These terms of service (**Terms**) constitute a legal agreement between you (**you** or **your**) and Frontline (**Licensor, us** or **we**) for your use of the web-based business management and automation software in the trades and service industry and all associated software or media, known as "FrontlineBi" (**System**).

We, as the exclusive licensees of the System, sublicense the use of the System to you in accordance with these Terms. We do not sell the System or any components to you.

In using the System, and/or clicking the "Accept" button upon creation of an Account on the Website, you agree to these Terms will bind you.

## AGREED TERMS

### 1 ACKNOWLEDGEMENTS

- 1.1 These Terms apply to the System or any of the services accessible through the System (**Services**), including any updates or supplements to the System or Services, unless they come with separate terms, in which case those terms apply. If any open-source software is included in the System or the Services, the terms of an open-source licence may override some of the terms of these Terms (as the case may be).
- 1.2 We may change these terms at any time for any reason. In the event of such change, we will notify you by email with details of the change or notifying you of a change when you access the System or log onto one of the websites referred to in clause 1.5. The new terms may be displayed on-screen and you may be required to read and accept them to continue your use of the Services.
- 1.3 From time-to-time updates to the System may be issued. Depending on the update, you may not be able to use the Services until you have complied with the requirements of that update, which may include downloading software to access the latest version of the System and accepting any new terms.
- 1.4 The terms of our privacy policy from time-to-time, available at [www.frontlinebi.com.au/privacy-policy](http://www.frontlinebi.com.au/privacy-policy) (**Privacy Policy**) are incorporated into these Terms by reference and apply to the Services. Additionally, by using the Service, you acknowledge and agree that internet transmissions are never completely private or secure. You understand that any message or information you send using the Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.
- 1.5 The use of the website located at [www.frontlinebi.com.au](http://www.frontlinebi.com.au) (**Website**) will be governed by these Terms, the terms of use (**Terms and Conditions**) and subject to the Privacy Policy, incorporated into these Terms by reference and set out at the following web addresses respectively:

Governs	Web address
General use of the Website by Users	<a href="http://www.frontlinebi.com.au/terms-and-conditions">http://www.frontlinebi.com.au/terms-and-conditions</a>



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Governs	Web address
Use of your Personal Information, Data and Metrics in relation to the System and Website	<a href="http://www.frontlinebi.com.au/privacy-policy">http://www.frontlinebi.com.au/privacy-policy</a>

1.6 By using the System or Services, you consent to:

- (a) us collecting and using technical information about the hardware and peripherals that you use to access the Services that are internet-based or wireless (**Devices**) to improve our products and to provide any Services to you; and
- (b) monitoring any or all of your conduct while using the System and collecting information associated with your conduct to be used by us in relation to the System.

1.7 The System may contain links to other independent third-party websites (**Third-party Sites**). Third-party Sites are not under our control, and we are not responsible for and do not endorse their content or their privacy policies (if any). You will need to make your own independent judgement regarding your interaction with any Third-party Sites, including the purchase and use of any products or services accessible through them.

## 2 GRANT AND SCOPE OF LICENCE

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In consideration of you agreeing to abide by these Terms, we grant you a non-transferable, non-exclusive licence to use the System on the Devices, subject to the terms of these Terms, the Privacy Policy and Terms and Conditions. In this regard, all rights are reserved.

## 3 LICENCE RESTRICTIONS

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Except as expressly set out in these Terms or as permitted by any local law, you agree:

- (a) not to copy the System except where such copying is incidental to normal use of the System, or where it is necessary for the purpose of back-up or operational security;
- (b) not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the System;
- (c) not to make alterations to, or modifications of, the whole or any part of the System, or permit the System or any part of it to be combined with, or become incorporated in, any other programs or software;
- (d) not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the System;
- (e) not to provide or otherwise make available the System in whole or in part (including object and source code), in any form to any person without prior written consent from us; and
- (f) to comply with all technology control or export laws and regulations that apply to the technology used or supported by the System or Service (**Technology**).



## **4 ACCEPTABLE USE RESTRICTIONS**

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You must not:

- (a) use the System or Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the System or Service;
- (b) infringe Our Intellectual Property Rights or those of any third party in relation to your use of the System or any Service;
- (c) transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the System or Services (as determined at our sole and exclusive discretion);
- (d) use the System or Service in a way that could damage, disable, overburden, impair or compromise our Systems or security or interfere with other users;
- (e) not collect or harvest any information or data from the System or Service or attempt to decipher any transmissions to or from the servers running any Service; and
- (f) participate in any deceptive behaviour (as determined at our sole and exclusive discretion) or manipulate the System in any way.



## 5 ACCOUNT

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- 5.1 To access the System and Services you are required to apply for and register an account on the System and/or Website by providing to us your Personal Information as requested on the Website (**Account**).
- 5.2 Upon applying for an Account, you will also be required to specify whether you will be paying the annual Subscription Fee by way of Upfront Payment or Instalment Payment methods detailed in clause 6.1 **below**.
- 5.3 You will be granted access to the System and Services, and will be registered for an account upon your receipt of an email confirmation from us that your Account has been registered (**Registration Date**).
- 5.4 You acknowledge that, upon providing to us your Personal Information, you grant to us the licence to use your personal information detailed in clause 9.2(a) **below**.
- 5.5 You are solely responsible for maintaining the confidentiality of your Account and associated password(s) and for restricting access to your computer, and you accept responsibility for all activities that occur under your Account or password(s).
- 5.6 We reserve the right to refuse access to the System, Service, terminate Accounts, remove or edit content on the Website or System at our sole discretion.
- 5.7 You warrant and undertake that, upon providing to us your Personal Information, it is current, accurate, complete and not fraudulent.
- 5.8 For the purposes of these Terms, **Personal Information** means the information relating to you and your business that you provide to us through the Website and/or the System, including (but not limited to) your:
- (a) full name;
  - (b) mailing or street address;
  - (c) email address;
  - (d) telephone number;
  - (e) date of birth;
  - (f) gender;
  - (g) credit card or bank account information; and
  - (h) any other information or content provided by you to us.



## 6 FEES AND PAYMENT

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6.1 In registering for the Account and providing to us your credit card details, you hereby undertake and agree to pay to us an amount as agreed between the parties from time to time (**Subscription Fee**) and authorise us to charge your credit card to pay for the Subscription Fee by way of:

- (a) the total Subscription Fee on the Registration Date, and each yearly anniversary of the Registration Date (**Upfront Payment**); or
- (b) 12 equal instalments (comprising the Subscription Fee) on the monthly anniversary of the Registration Date (**Instalment Payment**),

from the Registration Date until these Terms are terminated in accordance with clause 13.

6.2 By providing us with your credit card details, you acknowledge and accept that you will be charged by us for the Subscription Fee or any other services you have subscribed for (as the case may be). The charge will appear on your credit card statement as “FrontlineBI Subscription”.

6.3 If you believe that you were incorrectly charged, please contact us immediately. Please note that we will only store and hold your credit card details in accordance with our Privacy Policy.

6.4 If we cannot charge your credit card, you will receive notification from us and you will need to contact us to resolve the issue. We will not attempt to charge your credit card again until the issue has been resolved.

6.5 For the avoidance of doubt, you may access, edit and update your credit card details by accessing the “Billing” section of the System on the Website.

## 7 DISCOUNT CODES

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7.1 We may offer you a discount or promotional code (**Discount Code**) for the purposes of reducing the cost of your access to the System or Services (i.e. cost of the Subscription Fee), by imputing the Discount Code in the specific area of the checkout screen on the Website upon subscribing to the System or Services, subject in all respects to any terms or conditions determined in our sole and exclusive discretion.

7.2 The Discount Code can only be used by you once per promotion (notwithstanding the number of separate transactions by you).

7.3 We reserve the right to cancel, modify, deactivate or refuse the use of the Discount Code, at any time for any reason, at our sole and exclusive discretion.

7.4 We make no representations, promises or guarantees with respect to the Discount Codes, and you forever release and hold harmless us from any liability with respect to the Discount Codes.

## 8 REFUND POLICY

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You will only be entitled a refund whereby we fail to provide the Services in accordance with these Terms.



## 9 INTELLECTUAL PROPERTY RIGHTS

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- 9.1 You acknowledge that:
- (a) all rights, title and interest in Our Intellectual Property Rights and the Technology, anywhere in the world, belong to us or our licensors;
  - (b) all rights in relation to the System are licensed (not sold) to you;
  - (c) you have no rights to have access to the System in source or object code form; and
  - (d) you have no proprietary rights, title or interest in Our Intellectual Property Rights, the System or the Technology other than the right to use each of them in accordance with these Terms.
- 9.2 In applying for an Account, you grant to us a:
- (a) non-exclusive, revokable, world-wide, royalty-free licence to use Your Intellectual Property Rights and Personal Information for the purposes of providing the Services and the System to you (**Our IP Licence**); and
  - (b) exclusive, irrevocable, perpetual, worldwide, royalty-free licence to use the Metrics and Data for any purpose relating to the Services, System or Website.
- 9.3 You warrant and undertake that you are the sole and exclusive owner of Your Intellectual Property Rights and the Data, and you have the authority to grant to us the licences detailed in 9.2.
- 9.4 For the purposes of these Terms:
- (a) **Confidential Information** means any information connected with the Services, the System, the Technology, the Website and/or Frontline, or Our Intellectual Property Rights, that is not publicly available;
  - (b) **Our Intellectual Property Rights** means all present and future industrial and intellectual property rights relating to intellectual property that is our property and relates to the Services, the System, the Technology, the Website and Frontline, including without limitation:
    - (i) inventions, patents, copyright, trade business, company or domain names, rights in relation to circuit layouts, plant breeders' rights, registered designs, registered and unregistered trade marks, know how, trade secrets and the right to have Confidential Information kept confidential, and any and all other rights to intellectual property which may subsist anywhere in the world; and
    - (ii) any application for or right to apply for registration of any of those rights.
  - (c) **Your Intellectual Property Rights** means all present and future industrial and intellectual property rights relating to intellectual property that is your property which you provide to us through the System, the Technology, or the Website or for the provision of the Services, including without limitation:



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- (i) inventions, patents, copyright, trade business, company or domain names, rights in relation to circuit layouts, plant breeders' rights, registered designs, registered and unregistered trade marks, know how, trade secrets and the right to have confidential information kept confidential, and any and all other rights to intellectual property which may subsist anywhere in the world; and
  - (ii) any application for or right to apply for registration of any of those rights.
- (d) **Metrics** means all present and future information, words, or data collected by us while monitoring your usage of the Website or System; and
- (e) **Data** means all present and future information, words, or data provided by you to us and/or inputted into the Website and/or System, including (but not limited to) information relating to your business, materials, invoices, payment data or other data or information inputted in the automated processes of the System.



## 10 LIMITATION OF LIABILITY

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- 10.1 You acknowledge that the System has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the processes and functions of the System meet your requirements.
- 10.2 We only provide a System that assists in the automation of certain business processes. We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity deriving from your use of the Website or System, or provision of the Services to you.
- 10.3 We assume no duty of care to you or any other party who relies on anything provided for by the System and/or Website.
- 10.4 We rely on all warranties and undertakings in the provision of the Personal Information (detailed in 5.4), Your Intellectual Property Rights and Data (detailed in 10.3) from you to us in relation to the Services, System, Website and/or Technology.
- 10.5 While we may collect the Personal Information and Data during your registration process, Account set-up and general use of the Website, System and/or Technology, without limiting our right to make reasonable enquiries to ascertain the legitimacy and efficacy of Personal Information and Data, at no stage are we responsible for (nor do we make any representations or warranties with respect to) the Personal Information or Data, as well as their accuracy or legitimacy. Similarly, we are not obliged to confirm or check the accuracy, legitimacy or efficacy of the Personal Information or Data.
- 10.6 Our maximum aggregate liability under or in connection with these Terms (including your use of any Services) whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to \$1.

## 11 EVENTS OUTSIDE OR CONTROL

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- 11.1 We will not be liable or responsible for any failure to perform, or delay in the performance of, any of our obligations under these Terms that is caused by any act or event beyond our reasonable control, including failure of public or private telecommunications networks (**Event Outside Our Control**).
- 11.2 If an Event Outside Our Control takes place that affects the performance of our obligations under these Terms:
- (a) our obligations under these Terms will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and
  - (b) we will use our reasonable endeavours to find a solution by which our obligations under these Terms may be performed despite the Event Outside Our Control.





## **12 TERMINATION**

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- 12.1 We may terminate these Terms immediately by written notice to you for any reason.
- 12.2 You may seek to terminate your agreement to these Terms by navigating to the “Billing” section of the Website. Upon making such election, where you pay the Subscription Fee through the:
- (a) Upfront Payment method, the Terms will automatically terminate at the yearly anniversary of the Registration Date (unless otherwise agreed by us); or
  - (b) Instalment Payment method, the Terms will automatically terminate at the monthly anniversary of the Registration Date (unless otherwise agreed by us),
- provided that the Terms will not terminate unless no amounts are outstanding and owing by you to us.
- 12.3 On termination for any reason:
- (a) all rights granted to you under these Terms shall immediately cease;
  - (b) you will no longer be granted access to the Website, System or Technology, or to any of the Services; and
  - (c) Our IP Licence will be immediately revoked.

## **13 INDEMNITY**

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You hereby defend, indemnify and hold harmless Frontline, our officers, directors, employees, agents, subcontractors, licensors, and suppliers, from and against all claims, actions, demands, liabilities and settlements, arising in connection with your use of the System and/or Services or your breach of any of these Terms.

## **14 GST**

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- 14.1 Unless otherwise expressly stated, the price and any other sums payable for any Services are exclusive of GST.
- 14.2 Given GST is payable by you for any Services under these Terms, you agree to pay to Frontline an additional amount that is equal to the amount payable by Frontline for the relevant supply multiplied by the prevailing GST rate. This additional amount is payable at the same as the purchase price for the relevant supply to which the additional amount rates.
- 14.3 In the event of a taxable supply, Frontline will ensure any such supply is provided for in any Invoice provided to you (as appropriate).



## **15 OTHER IMPORTANT TERMS**

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- 15.1 We may transfer our rights and obligations under these Terms to another organisation, but this will not affect your rights or our obligations under these Terms.
- 15.2 You may only transfer your rights or obligations under these Terms to another person if we agree in writing.
- 15.3 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 15.4 Each of the conditions of these Terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 15.5 Please note that these Terms, its subject matter and its formation, are governed by the laws of South Australia. You and we both agree that the courts of South Australia will have non-exclusive jurisdiction.

## **16 COMMUNICATION BETWEEN US**

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- 16.1 If you wish to contact us in writing, or if any condition in these Terms requires you to give us notice in writing, you can send this to us by e-mail at [matt@frontlinebi.com.au](mailto:matt@frontlinebi.com.au).
- 16.2 If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your request for the System.