Notifyre Beta Program Terms & Conditions- Australia

Last modified on 21st November 2022

1. Program

This Beta Program is offered by Notifyre and its affiliates (“Notifyre”) and participation in any beta program is governed by these terms of use (the “Terms”). The Beta Program may contain one or more Beta services (the “Services”) or a Beta method of accessing the services as determined by Notifyre in its sole discretion. To participate in the Beta program and use the services, you (The Customer) must be an active customer, subject to a commercial agreement for a generally available Notifyre service and must remain so for the duration you wish to access the Beta program. You must also agree to these terms. You understand and agree that Notifyre will treat your use of the services as acceptance of the terms. By complying with these terms, Notifyre grants you a non-exclusive, non-transferable, limited privilege to access and use the services.

2. Representations

You also hereby acknowledge that Notifyre has not made any representations, promises, or guarantees that the Services will ever be announced or made available to anyone in the future and that Notifyre has no express or implied obligation to you to announce or introduce the Services. Notifyre may discontinue any Beta Program or Beta Service at any time, in its sole discretion, with or without notice. With respect to the Services, this subsection shall supersede any other terms and conditions contained herein, but only to the extent necessary to resolve conflict.

3. Services

a) The Services may be a separate, stand-alone service accessible apart from the generally available service to which you subscribe, or it may be a feature or functionality of that service. Further description of the Service is provided at the time you enter the Beta Program, or when a Service is added to the Beta Program and may be updated from time to time by Notifyre as the Beta Program progresses (the “Documentation”).

b) “As Is” Status. By accepting these terms or using the Services, you understand and acknowledge that the Services are being provided as a “Beta” version and made available on an “As Is” or “As Available” basis. The Services may contain bugs, errors, and other problems. You assume all risks and all costs associated with your use of the services, including, without limitation, and fax/SMS credit costs, any additional costs for settings activated, any plan subscription costs, or costs incurred for the use of your device, and any damage to software,

information or data. In addition, Notifyre is not obligated to provide any maintenance, technical or other support for the Services.

c) Limitations on Use. Limitations specific to any Service may be contained in the Documentation. You may use the Service pursuant to these terms during any period when the Beta Program is live. When a Beta Program is not live, you will no longer have access to the Services. Notifyre reserves the right to modify or impose any limitations on the use of the Services at any time, with or without notice to you.

4. Access to the Beta Program

a) Underlying Terms and Conditions. Unless specifically modified by the Beta Terms, the provisions of the underlying Terms and Conditions of service continue to apply with regard to your Notifyre Services, including provisions regarding general services, ownership of numbers, financial terms, customer responsibilities and message recovery and confidentiality and privacy.

b) Underlying Privacy Policy. Unless specifically modified by the Beta Terms, the provisions of the underlying Privacy Policy apply.

c) Reverse Engineering. Except to the extent permitted by law, you may not modify, distribute, prepare derivative works of, reverse engineer, reverse assemble, disassemble, decompile, or otherwise attempt to decipher any code in connection with the Services and/or any other aspect of Notifyre technology.

5. Feedback and Data Collection

The Services are made available to you for purposes of evaluation and feedback without any compensation or reimbursement of any kind from Notifyre. You acknowledge that communication between Notifyre and The Customer may be required during your use of the Services and hereby agree to receive related correspondence and updates from Notifyre. In the event you request to opt out from such communications, your participation in the Beta Program may be cancelled. During the Beta Program, you will be asked to provide feedback regarding your use of the Services. You acknowledge that Notifyre owns any feedback provided, and you hereby grant to Notifyre, if for any reason it is further needed, a perpetual, non-revocable, royalty-free worldwide license to use and/or incorporate such feedback into any Notifyre product or service (including the Services) at any time at the sole discretion of Notifyre. Notifyre will not publish feedback in a way that is attributable to you without your consent.

We may also collect non-identifiable information that is not labelled with individual identifiers or where identifiers have been permanently removed, and by means of which no specific individual and their data can be identified. When you visit the Notifyre app or our sites, our servers or software used may automatically record non-identifiable information that your browser sends. This data may include:

a. your computer's IP address
b. browser type

c. webpage you were visiting before you came to our app/site
d. the pages within the app you visit
e. the time spent on pages, items, and features accessed on our app, access times, dates and other statistics.

Non-identifiable information is collected for analysis and evaluation in order to help us improve our app and sites and the services and products we provide. This data will not be used in association with any other Personal Information.

6. Copyright

Notifyre respects the intellectual property rights of others. If you believe the Services have been used in a way that constitutes copyright infringement, please notify us as provided in the Underlying Agreement. Notifyre reserves the right to delete or disable allegedly infringing content and to terminate the accounts of users who are repeat infringers. Notifyre also reserves the right to forward the information in the copyright-infringement notice to the user who allegedly provided the infringing content.

7. Intellectual Property

You agree that Notifyre owns all legal right, title and interest in and to the Beta Program and the Services, including all intellectual property rights, and except for the license provided herein, no other rights or permissions to any of the Services is granted. Nothing herein gives you a right to use any of Notifyre trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

8. Modification and Termination

Notifyre reserves the right to modify or terminate the Beta Program or the Services, or your use of the Beta Program or the Services, to limit or deny access to the Services and/or participation in the Beta Program, at any time, in its sole discretion, for any reason, with or without notice and without liability to you. You may discontinue your use of the Services at any time.

9. Warranty

You hereby acknowledge and agree that the services or access to the services are provided by Notifyre on an “as is” basis and as available, and your access to and/or use of the Notifyre beta program or beta services, is at your sole risk. To the extent permitted by applicable law, in no event shall Notifyre or its affiliations be liable for any damage whatsoever arising out of the use of or inability to use the Beta Software, including without limitation, any direct, indirect, consequential, exemplary, special, incidental, or punitive damages, or damages for lost data or lost profits, even if Notifyre has been advised of the possibility of such damages. Notifyre makes no warranty that any of the services will meet your requirements and/or that the services will be uninterrupted, timely or error-free, nor does Notifyre make any warranty as to the results that may be obtained from the use

of the services, or the accuracy of any other information obtained through the services. No information or advice, whether oral or written, obtained by you from Notifyre or through the services shall create any warranty not expressly made herein. Some jurisdictions do not allow the exclusion of certain warranties and conditions, so some of the above exclusions may not apply to you.

10. Limitation on Liability

The Customer agrees to indemnify and hold harmless Notifyre, from and against any action, claim, loss, damage, cost, expense (including reasonable legal fees) or other liability arising out of or otherwise in connection with the provision of the Beta Program or use of service via the program. To the extent permitted by law, in no event shall Notifyre be liable for any indirect, special, consequential and/or incidental loss, exemplary or other damages related to these terms and/or whether direct or indirect: (i) loss of data, (ii) loss of income, (iii) loss of opportunity, (iv) lost profits, and (v) costs of recovery or any other damages, however caused and based on any theory of liability, and whether or not for breach of contract, tort (including negligence), violation of statute, or otherwise, and whether or not Notifyre has been advised of the possibility of such damages.

11. Indemnification

You agree to hold harmless and indemnify Notifyre, its affiliates and subsidiaries, officers, directors, agents, and employees (collectively "Notifyre Indemnified Parties") from and against any third party claim arising from or in any way related to (i) your breach of the Terms, (ii) your use of the Beta Program and/or Services, (iii) your violation of applicable laws, rules or regulations in connection with the Services, or (iv) your user content, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. In such a case, Notifyre will provide you with written notice of such claim, suit or action.

12. Confidential Information

See standard Terms and Conditions for confidentiality and privacy.

13. Changes to the Terms

Notifyre reserves the right to change the Terms and Conditions of the Beta Program at any time without prior notice. All current Terms for the Beta Program for Notifyre services will be available on the Notifyre website. Notifyre will treat your use as acceptance of the updated Terms.

14. Compliance with Laws

Both parties agree to comply with all applicable local, state, national and foreign laws, rules, and regulations, including, but not limited to, all applicable import and export laws and regulations governing use, transmission and/or communication of content, in connection with their performance, access and/or use of the Services.