

FACEME FAIR USE POLICY

FaceMe Fair Use Policy

By subscribing to the FaceMe Services you agree to accept and be bound by this Fair Use Policy. CommsChoice reserves the right to change this Fair Use Policy or to terminate or modify individual features of the FaceMe Services at any time and CommsChoice will make every effort to communicate these changes to you via email or notification via your customer portal.

Each Moderator Account is for a named individual employed by your organisation. Pool accounts are not permitted.

Term

The FaceMe Service will be supplied for an Month to Month, 12, or 36 month term as authorised by you. The contract will be extended in accordance with the terms of the specific FaceMe Service you have subscribed to.

Intellectual Property

The FaceMe Services made available to you are protected by copyright, trademark, patent, and/or other intellectual property laws. Your use of the FaceMe Services is governed by this Fair Use Policy and the terms of your Agreement with CommsChoice.

Except as expressly provided herein and within the terms of your Agreement with CommsChoice you do not have any express or implied right to use the FaceMe Services. You agree not to copy, republish, frame, download, transmit, modify, rent, lease, loan, sell, assign, distribute, license, sublicense, reverse engineer, or create derivative works based on the FaceMe Services, except as expressly authorised herein.

FaceMe's trademarks, websites, corporate names, trade names, domain names, logos, and service marks ("marks") are FaceMe's property. You may not use FaceMe's marks without prior written consent. All FaceMe Services, text, software, music, sound, photographs, video, graphics or other material contained in either sponsor advertisements or commercially produced information presented to you through the FaceMe Services (collectively, "Content") by FaceMe, CommsChoice or advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws; and you are permitted to use the Content only as expressly authorised. You may not copy, reproduce, distribute, or create derivative works from this Content without express written authorisation.

Conduct

You are solely responsible for the content of all communications made by or to you through your use of the FaceMe Services, and for all activity with respect to your account, including any unauthorised use by any third party.

In connection with your use of the FaceMe Services, you shall

- (i) maintain and update all information you are required to provide to CommsChoice or FaceMe,
- (ii) use the FaceMe Services in compliance with applicable local, state, federal, and international law,
- (iii) not use the FaceMe Services for illegal purposes, and
- (iv) comply with all regulations, policies and procedures of networks connected to the FaceMe Services.

You shall not use the FaceMe Services to

- (i) make any are unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or include otherwise objectionable communications,
- (ii) encourage criminal conduct, conduct that could give rise to civil liability, or otherwise violate any applicable local, state, national or international law or regulation,
- (iii) gain or attempt to gain unauthorised access to other computer systems, or
- (iv) interfere with any other person's use and enjoyment of the FaceMe Services.

Privacy, Data and Disk Space Policy

Use of any personal information you provide is governed by the Privacy Policies of both CommsChoice and FaceMe. The Privacy Policies may be amended from time to time and are incorporated by this reference. These policies can be viewed at www.commschoice.com.au and www.faceme.com.

The maximum disk space allocated per customer for file uploads and storage into the FaceMe Libraries is specified in the product description for the FaceMe Service you have subscribed to.

Neither CommsChoice nor FaceMe own any of the information, data, files or other content that you upload to FaceMe. CommsChoice and FaceMe will apply 'best efforts' and sound industry practice to ensure the protection of such content in the storage process. However, your access to the data is contingent on full payment of the FaceMe Access Fee when due. If your Agreement with CommsChoice ends for any reason then CommsChoice and FaceMe will retain your content for a period of 6 months unless you request immediate deletion of data.

You must maintain copies of all data inputted into the Service. FaceMe adheres to its best practice policies and procedures to prevent data loss, including a daily system data back-up regime, but does not make any guarantees that there will be no loss of Data. CommsChoice and FaceMe expressly exclude liability for any loss of data no matter how caused.

Disclaimer or Warranties

Use of the FaceMe services is at your own risk. The FaceMe services are provided on an "as is" and "as available" basis supplied with "best efforts".

CommsChoice and FaceMe expressly disclaim all warranties of any kind, whether expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for purpose and non-infringement.

CommsChoice and FaceMe make no warranty that the FaceMe services will meet your requirements or that the FaceMe services will be uninterrupted, timely, secure or error free. We do not guarantee any specific result from using the FaceMe services, or that the accuracy or reliability of any information obtained through the FaceMe services, or that defects in the FaceMe services will be corrected. CommsChoice and FaceMe assume no responsibility for the deletion of or failure to store or deliver content.

Limitation of Liability

Neither CommsChoice nor FaceMe shall not be liable for any direct, indirect, incidental, special or consequential damages, resulting from the use or the inability to use any FaceMe service or for the cost of procuring any substitute goods and services, or resulting from any goods or services purchased or obtained, or messages received or transactions entered into through the FaceMe services or resulting from unauthorised access to or alteration of your transmissions or data, including but not limited to, damages for loss of profits, use, data, or other intangible, even if we have been advised of the possibility of such damages.

Force Majeure

Neither CommsChoice nor FaceMe shall not be responsible for any delay or failure in performance that results from causes beyond their reasonable control, whether or not foreseeable by any party.

Indemnification

You shall indemnify, defend, and hold both CommsChoice and FaceMe, their parents, subsidiaries, affiliates, officers, directors, and employees free and harmless from any and all claims, costs, damages, and expenses (including but not limited to reasonable attorneys' fees), which arise from or are related to any act or omission by you in connection with the use of the FaceMe Services, including but not limited to, any such claims, costs, damages, and expenses arising from or related to your violation of any terms and conditions of this Fair Use Policy, your violation of any applicable law, rule, or regulation, or any infringement by you (or any other person using the FaceMe Services in reliance on your rights under this Fair Use Policy) of any intellectual property or other rights of any other person. This shall survive termination of your Agreement with ComsmChoice.

Consumer Guarantees

You warrant and represent that you are acquiring the right to access and use the Services for the purposes of a business and that, to the maximum extent permitted by law, any statutory consumer guarantees or legislation intended to protect non-business consumers in any jurisdiction does not apply to the supply of the Services, the Website or these Terms.

Termination

You may terminate the FaceMe Service by providing 30 days written notice, subject to the penalty clause contained in the product description for the FaceMe Service you have subscribed to.

On termination of the Agreement, we will cease providing the FaceMe Service to you, and all amounts which you owe to us will immediately become due and payable. Neither CommsChoice nor FaceMe shall be liable to you or any third party or responsible for any charges or any other expense incurred with respect to the termination.

CommsChoice may terminate the FaceMe services by delivering to you written or electronic notice of such termination if you are in breach of the terms of this Fair Use Policy and/or Privacy Policy.

Miscellaneous

This Fair Use Policy does not provide any person or entity that is not a party to the Agreement with any remedy, claim, liability, reimbursement, or cause of action or create any other third party beneficiary rights. If any of these terms and conditions are determined by an arbitrator or court of competent jurisdiction to be contrary to applicable law, then such provision shall be construed as nearly as possible to conform to applicable law and the other provisions shall remain in full force and effect.

CommsChoice may at any time and from time to time assign its rights and delegate its duties without your prior consent. You may not assign your rights to any other person without prior written consent. Our failure to exercise or enforce any right or provision of these terms and conditions shall not constitute a waiver of such right or provision unless acknowledged and agreed to by CommsChoice in writing.

Any waiver of any of these terms must be in writing and signed by one of CommsChoice's authorised management representatives.

This policy is to be read in conjunction with the CommsChoice Standard Form of Agreement, which can be found at www.commschoice.com.au.