

Customer Terms of Use

Welcome to the exciting world of ezidox™ brought to you by Ezidox Pty Ltd (ABN: 44 601 979 462) ('Us' 'Our' or 'We'). We trust you ('You', or 'Your') will enjoy all the many benefits of using ezidox™ that is the result of many years of development effort to help You better manage the upload, verification, storage and processing of documents and other information (collectively, 'Documents') which may contain personal information as defined in the Privacy Act 1988 (Cth) and subsequent amendments. Whether You are a collector of Documents ('Collector') or a sender of Documents ('Sender'), by using ezidox™ You are deemed to have accepted the following terms and conditions, which are deemed to incorporate our Privacy Policy that can be obtained from our website www.ezidox.com (collectively, 'Terms').

- We hereby give You a personal, worldwide, non-assignable and non-exclusive right to access and use ezidox™ for the sole purpose of uploading, verifying, storing, processing and managing Documents for a legal purpose. Use of ezidox™ does not guarantee any result whatsoever with regard to the purpose for which You use ezidox™.
- We retain all intellectual property rights in ezidox™. Using ezidox™ does not give You any ownership rights whatsoever in ezidox™ or any other third-party products or services that may be accessed or used as a result of Your use of ezidox™. You must not remove, obscure, or alter any branding, logos, legal or other notices displayed in connection with ezidox™. If You submit feedback or suggestions about ezidox™, We may use Your feedback or suggestions without incurring any financial or other obligation to You.
- ezidox™ allows You to upload, verify, store, process and manage Documents. You retain ownership of any intellectual property rights that You may hold in those Documents. When You upload, verify, store, process and manage Documents to or through ezidox™ You give Us (and our suppliers and contractors) a global royalty-free license to host, store, reproduce, modify, communicate, and distribute such Documents for the limited purpose of operating ezidox™, and to develop new products and services, and to provide limited content to third parties in accordance with our Privacy Policy that forms part of these Terms.
- ezidox™ may collect personal and other information about You and the products and services that You use and how You use them, and deliver such information to Us for our own use to provide, maintain, protect and improve ezidox™, to develop new products and services, and to provide tailored content to third parties in accordance with our Privacy Policy that forms part of these Terms.

By using ezidox™, You agree that We can use any such information collected by ezidox™ in accordance with Our Privacy Policy that forms part of these Terms. Under no circumstances shall We use or share any of Your Documents other than in accordance with Our Privacy Policy that forms part of these Terms.

We will provide You with reasonable access to any personal information We store about You and give You the ability to update or delete it in accordance with Our Privacy Policy that forms part of these Terms. We may combine information about You from ezidox™ with information from other products We develop or own.

- You agree to take all reasonable precautions to prevent any unauthorized access to, or use of, Your ezidox™ account and the Documents it contains, including the use of secure passwords. In no event shall We be held liable or responsible for any loss or damage You suffer or incur if you share Your password or do not adequately protect Your ezidox™ account.
- If You are a Collector with administrator rights to ezidox™, You hereby undertake and accept full responsibility for:
 - properly maintaining the list of users with access to Your instance of ezidox™, including a regular review to ensure it remains appropriate and that all users who no longer require access to ezidox™ are removed;
 - assigning and maintaining appropriate user access/roles/permissions, appropriately limiting those with administrator level of access to ensure appropriate security practices are used to prevent unauthorized access to ezidox™ by anyone other than authorized personnel;
 - ensuring any custom roles defined by You and any other administrators are appropriate and enforced;
 - ensuring the security settings of ezidox™ comply with Your specific security policy requirements;
 - ensuring the supervision, management, and control of the use of ezidox™ by Your personnel and other authorised users;
 - notifying Us of changes made to Your technical or administrative contact details;
 - maintaining the security of data associated with integrations and API's connected to ezidox™ which may result in confidential or sensitive data moving outside of the ezidox™ platform into third party applications;
 - reporting any security related concerns or incidents to Our security team in a timely manner by emailing security@ezidox.com with a full and accurate description of the concerns or incidents.
- We accept no responsibility whatsoever for the acts or omissions of any user You may give access or administrative rights to ezidox™.
- You hereby agree to take all reasonable steps to ensure all confidential and sensitive data related to the ezidox™ service, including personal information and credit card details, are maintained within the security of the ezidox™ platform and not sent via e-mail or other non-secure communication platforms unless properly desensitised.

In particular, You will take all reasonable steps to ensure You and your customers do not send any such confidential and sensitive data to Us for any reason unless properly desensitised.

- You hereby agree to follow all terms, conditions and instructions specified within ezidox™ and only use ezidox™ for the purpose for which it is intended and in accordance with all legislation, regulations, and other rules having equivalent force that relate to the use of ezidox™ (“Applicable Laws”). We may terminate Your right to use ezidox™ at any time in our absolute discretion for any reason or for no reason provided always that you will be given a reasonable opportunity to download any Documents you have stored in ezidox™ if We terminate Your right to use ezidox™.
- Without our written permission, or unless authorized by Applicable Law, You may not copy, modify, distribute, sell, or lease any part of ezidox™, nor may You reverse engineer or attempt to extract the source code of ezidox™.
- If you are a Sender of documents there is no charge to use ezidox™ to upload and deliver Your Documents to a Collector that has requested them. If You are a Collector of documents, then you agree to pay all amounts due to Us for use of ezidox™ in accordance with the plan You select (‘Fees’). GST shall, if applicable, be payable by You in addition to the Fees. You will provide authorised credit card details to Us so that the Fees and GST can be charged by Us when due. Failure to pay the Fees and GST when due may result in the immediate termination of Your ezidox™ account.
- If You are a Sender and You provide a Collector with Documents using the ezidox™ platform then You hereby consent to that Collector storing, using, deleting and/or providing Your Documents to third parties for the purpose the Documents were provided for. You hereby release Us from any liability whatsoever relating to how the Collector may store, use, delete or distribute Your Documents, or that may result from any act or omission of the Collector with regard to Your Documents or the purpose for which they were provided.
- We offer the opportunity to purchase certain goods and services from within the ezidox™ platform and on the ezidox™ website at www.ezidox.com. All purchases You make are final and no refunds are offered or available unless otherwise indicated. In particular, if you purchase a plan or bundle of Document Requests they will remain valid for so long as you maintain an account with Us in good order but they cannot be returned for a refund if not used. If Your account is cancelled or terminated at any time, all Document Request credits that you have not used by the date of cancellation or termination will expire immediately without any right for You to demand a refund or other compensation.
- You hereby agree that We may send You messages and other information from time to time by email, SMS, notification and other methods while You maintain an ezidox™ account or otherwise use ezidox™.
- We regularly change and improve ezidox™. We may automatically update ezidox™ whenever a new version or feature is available or if We remove certain functionality for any reason.

You will not do anything to restrict or prevent such updates applying to any products and services that You have developed or use in connection with ezidox™. Access to ezidox™ may temporarily be suspended during both scheduled and unscheduled maintenance and upgrades and We will not be liable for any damage, loss, cost or expense You may incur during or as a result of such suspension.

- ezidox™ may use third party technologies that We licence or otherwise use legally but We provide no warranty or assurance whatsoever that ezidox™ will continue to use those technologies in future.
- All Documents that You upload, store, process or manage in ezidox™ shall only ever be stored by Us on devices compliant with Applicable Laws unless we specifically obtain Your consent to do otherwise. We may, however, process and store other information about You on a device located outside Australia where permitted by Our Privacy Policy and Applicable Laws.
- All Documents that a Sender uploads, stores, processes or manages in ezidox™ shall only ever be used or shared by Us with another person or entity, including the relevant Collector, in accordance with the Sender's intent or action and in accordance with these Terms. We only share personal information about You with third parties in accordance with Our Privacy Policy that forms part of these Terms.
- We may share aggregated, non-personally identifiable information publicly and with our suppliers and partners for any purpose whatsoever subject to Applicable Law and in accordance with Our Privacy Policy that forms part of these Terms.
- We may cease providing You with access to ezidox™ if You fail to comply with any of these Terms, or if We suspect You have done so, in which case all products and services that utilise any element of ezidox™ may stop working. Alternatively, You can stop using ezidox™ at any time, in which case We will give You a reasonable opportunity to access and recover any data, including Documents, that We may be storing as a result of Your use of ezidox™. Notwithstanding Your decision to stop using ezidox™ We can continue to store Your data, including Documents, indefinitely in accordance with these Terms and in accordance with Applicable Law.
- We reserve the right to delete any or all of Your data, including any Documents, without further notice if You cease to pay Us any amount required to use ezidox™ or otherwise breach any of these Terms, in which case You hereby release Us from all liability for any cost, loss, damage or expense whatsoever that You or anyone else may suffer or incur as a result of Us deleting such data, including Documents. We accept no liability whatsoever for any cost, loss, damage or expense You or anyone else may suffer or incur as the result of Us so terminating the use of ezidox™ or the deletion or loss of any data, including Documents.
- In the event a Collector chooses to purge, delete or otherwise remove any or all of Your Documents from ezidox™ you may lose the ability to access, download or recover Your Documents. We accept no liability whatsoever for any cost, loss, damage or expense You or anyone else may suffer or incur as the result of the purging, deletion, removal or loss of any data, including Your Documents.

We may, in our absolute discretion, offer You the ability to continue to store Your Documents in ezidox™ with or without a fee in the event a Collector chooses to purge, delete or remove any or all of Your Documents, in which case these Terms will continue to apply with regard to those Documents and Your ongoing use of ezidox™.

- You hereby agree that our fair use policy applies at all times to Your use of ezidox™. You will not authorize or enable others to use ezidox™ without paying the Fees to Us that are otherwise applicable to that use. You will only use ezidox™ in a reasonable manner and not in any way that is excessive, immoral, fraudulent, in breach of anyone's intellectual property or other rights, in breach of confidence or for any other illegal or immoral purpose. You will also not use ezidox™ to transmit any unsolicited marketing material (spam). We may terminate Your access and right to use ezidox™ if you breach Our fair use policy.
- We develop and provide ezidox™ using a commercially reasonable level of skill and We trust that ezidox™ will be of significant use and value to You, but other than as expressly set out in these Terms and as required by Applicable Law We make no specific representations or warranties whatsoever concerning ezidox™ or Your use of ezidox™, which is provided 'as is' and to the maximum extent permitted by Applicable Law We hereby exclude all implied representations and warranties, including any liability for incidental or consequential damages caused by breach of any express or implied warranty or condition.
- We will provide reasonable technical and other support for ezidox™ in accordance with the plan You select.
- To the maximum extent permitted by Applicable Law, our total liability for any claims You may have under these Terms, including for any implied representations or warranties, is limited to the amount You paid Us to use ezidox™. In no case whatsoever shall We be liable for any cost, loss, damage or expense that is not reasonably foreseeable or expressly stated and in no event shall We be liable for any loss of profits, special or consequential damages, even if We have been advised of the possibility of such.
- If You do not comply with these Terms but We fail to take action immediately We are not giving up any rights that We may have to take action in the future. If any particular part of these Terms is not enforceable, this will not affect any of the other terms.
- The laws of NSW, Australia will apply to any disputes arising out of or relating to these Terms or the use of ezidox™, and You are deemed to consent to the jurisdiction of the courts of NSW, Australia.
- NOTHING IN THESE TERMS PURPORTS TO MODIFY OR EXCLUDE THE CONDITIONS, WARRANTIES, AND OTHER LEGAL RIGHTS THAT ARE IMPLIED OR INCLUDED PURSUANT TO APPLICABLE LAWS. ANY AND ALL OTHER WARRANTIES OR CONDITIONS WHICH ARE NOT GUARANTEED BY APPLICABLE LAWS ARE EXPRESSLY EXCLUDED WHERE PERMITTED.



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