

Terms and conditions of use

This document sets out the terms & conditions that apply to your use of Closing Rooms (Product). When we say we, us, our etc., we mean thedocyard Pty Ltd. When we say you, your etc. we mean you, the person (or organisation) registering for and using our Product and (as relevant) all of your employees and agents that use the Product under your control. You promise to us that you have the authority to bind all relevant third parties to this document and that you are also acting as their authorised agent for this purpose and when using our Product. We are going to rely on these promises.

The Product

The Product is an online transaction management tool. Subject to payment of relevant charges, we promise to allow you access to the latest stable version of the Product via the internet and to provide all the services you have purchased.

The security of your data

We understand this is vitally important to you, so we want you to know that we host your data with industry leading cloud providers which comply with and hold ISO 27001 accreditation.

Using & abusing thedocyard

thedocyard is an eco-system consisting of our Product, our users and their clients (thedocyard Eco-System). It is central to the thedocyard Eco-System that every participant acts in good faith, is honest, fair, reasonable and respects each participant in thedocyard Eco-System (thedocyard Values). You promise to us (and to each other user) that you will abide by and actively comply with thedocyard Values. While using the Product you will not:

- infringe any laws, third party rights or our policies
- behave in a manner inconsistent with thedocyard Values

- use our Product if you are not able to form legally binding contracts, are under the age of 18, or are suspended from using our Product
- interfere with other users' accounts, or content
- use dedicated deal space for more than one transaction (or series of directly linked transactions)
- circumvent or manipulate our fee structure, the billing process, or fees owed to us
- post false, inaccurate, misleading, defamatory or offensive content (including personal information)
- take any action that may undermine or circumvent thedocyard Eco-System
- transfer your account and login information to another party without our consent
- distribute or post spam, unsolicited, or bulk electronic communications
- distribute viruses or any other technologies that may harm the Product, or the interests or property of our users
- copy, modify or distribute rights or content from our Product or our copyrights and trademarks, or
- harvest or otherwise collect information about our users, including email addresses, without their consent.

thedocyard and its community of users (Community) work together to keep our sites and services working properly and the Community safe. Please report problems, misuse, deliberate circumvention, offensive content and behaviours, and policy violations to us. Without limiting other remedies, we may limit, suspend or terminate our services and user accounts, prohibit access to the Product, delay or remove hosted content, and take technical and legal steps to keep users off the Product if we think that they are creating problems or possible legal liabilities, infringing the intellectual property rights of third parties, or acting inconsistently with the letter or spirit of our policies (including but not limited to

thedocyard Values). Additionally, we may, in appropriate circumstances and at our reasonable discretion, suspend or terminate accounts of users who may be repeat infringers of intellectual property rights of third parties. We also reserve the right to cancel unconfirmed accounts or accounts that have been inactive for a long time, or to modify or discontinue our services.

Privacy & confidentiality

We promise to keep all your confidential information confidential. We will not disclose your confidential information to anyone unless you have already authorised us to do so, the other party already has knowledge of the information (before we disclose it) or we are required by law to disclose the information. The only people that will routinely see your information are people working for our organisation who have access to your information to enable the Product to work, to enable us to report usage to you and to help you if you have problems with the Product - you authorise us to access your information for these purposes. You and we promise to each other to comply with all applicable privacy law. Please follow this link to see our full [privacy policy](#) that forms a part of this document and governs all data collection and processing that will occur in the course of providing services to you. You have sole responsibility for the accuracy and completeness of all data you give us and you acknowledge that all outputs of the Product rely on this. You also promise to keep our confidential information confidential.

Cost and payment

Fees to use Closing Rooms are as per the latest price list given to you by us. Paid up front and volume pack Closing Rooms will be charged at the time of purchase at the prevailing rates. Deferred payment Closing Rooms are due for payment immediately upon the relevant deal being run in the Closing Room completing or 6 months after you first open the Closing Room, whichever occurs first. You are obliged to tell us immediately a deal in a deferred payment Closing Rooms completes and make payment at the same time. We may tell

people that you are using the Product including but not limited to in press releases and using your name and trademark on our marketing materials and website and you consent to us doing that. We will not use your name and trademark for any other reason.

No limits

Each Closing Room comes with unlimited data space, unlimited users, unlimited checklist, and unlimited tasks subject to fair use (which is decided in the sole discretion of thedocyard). Closing Rooms will be deleted after 3 months of inactivity. Fees apply to re-activate and access archived content.

Product changes & limitations

You acknowledge that from time to time we may change, add or delete functions, features, service levels, performance or other characteristics of the Product and correct errors or upgrade the Product and that provided that the functionality or availability of the Product does not materially decrease we are not liable to you for any such change we make. You also acknowledge that we do not guarantee that any change, addition, deletion, error correction, patch or new version will be compatible with any other application, software or interface that connects to or interfaces with the Product. We will provide reasonable assistance, but reserve the right to refuse to provide help in our sole discretion should we feel you are being unreasonable in your requests. You acknowledge that the internet and your communications network is not in our control. We do not review materials you place in the Product, but reserve the right to refuse to allow the upload of documents and to remove documents if we deem (in our reasonable opinion) that the document is breaching someone's rights or the law. We are not liable to you in any way for any loss, cost, damage and the like when we do this. You authorise us to amend your documents when you ask us to add watermarks to those documents.

Registration, access and use

You will only access the Product through a web browser and you acknowledge you are responsible for the provision of internet access, web browsing software and ensuring your computer systems meet minimum requirements in order to use the Product. You promise to pay for all aspects of the Product you choose to purchase, at the prevailing rates. You also promise to generally co-operate with us in connection with the Product and follow all reasonable instructions from us. You are required to register your details and create a user profile before being able to use our Product. We will use all information that you provide through the registration process in accordance with our privacy policy. Each user may not have more than one active user profile, and a profile is non-transferable. You may update, edit or terminate your profile at any time. If you choose to use a workplace email address for your profile, then you are solely responsible for ensuring that you comply with the rules, policies or protocols that apply to the use of your email address and your workplace facilities. You must use reasonable efforts to prevent unauthorised third parties from accessing the Product and you agree to keep all login details secret. You agree that the access rights of any individual user permitted to use the Product (for example on a named or password-enabled basis) cannot be shared or used by more than one individual. If you need a colleague to get access to the Product, invite them and they can register for their own profile. You will use your best endeavours to prevent viruses or other harmful or malicious code being present in the data that you give us or affecting the Product. You will ensure all information you provide is accurate when provided and remains up to date. You warrant to us that you have all required consents and authorities to use the Product in the way you do. You must not breach the terms of this document, break the law or breach any other person's rights in connection with your use of the Product. If you do so we may suspend or cancel your account (or profile), any particular deal space or document (or a combination of these things) linked to your account without notice or provision of reason, in our sole

discretion, and we are under no obligation to re-instate anything suspended or deleted or allow you to create a new account (or profile). If you are a deal space owner and we take any of the actions described above this may mean those deal spaces may be terminated and all related documents deleted. This is to ensure we can protect the whole community of users.

Intellectual property

We do not make any claims to any intellectual property connected with the data you provide us. We own (or hold relevant authorisations to) all other intellectual property connected with the Product and our supply of it to you. You consent to our use of your intellectual property purely for the purpose of providing the Product to you. We promise not to do anything else with your intellectual property.

Third party providers

Some aspects of the Product are provided by third parties, such as the hosting of the Product, other services and analytics. You consent to us doing that and authorise us as required to enable us to do this to allow the Product to work as intended and provide services to you. We will use cloud computing services and software as a service in connection with the Product. We are not liable to you for anything any third party supplier to us does, or fails to do, which may impact your use of the Product. You agree not to pursue or make any claim against any of our third party suppliers in connection with the Product. You consent to our use of third parties in supplying the Product to you and to the use of the information and data those third parties create in the course of providing services to us connected with the Product.

Liability

To the extent permitted by law we are not liable to you for any consequential, indirect, special, punitive, remote or incidental damages or for any loss of profit, loss of data, loss of goodwill, loss of business, loss of opportunity, increased financing costs, or any failure to realise anticipated savings or

any type of commercial or economic loss. All services supplied to you by us may come with guarantees, warranties, conditions or terms that cannot be excluded by law (Implied Rights). In relation to any service you purchase, we limit our liability in connection with Implied Rights to (when the problem is minor) at our option to providing the services again or a refund of amounts you have paid for the affected service, and when there is a major failure, you can cancel the services and get a refund, or get compensation for the difference in value between what you got and what you paid. Nothing in this document excludes, restricts or modifies any condition, guarantee, warranty, right or liability protected by law to the extent that such exclusion, restriction or modification would render this document or any provision of this document void, illegal or unenforceable. Save for in relation to claims you make in connection with Implied Rights, the maximum amount we will be liable to you in connection with any claim (or claims) you make in connection with your use of the Product is an amount equal to 75% of the fees paid by you for the services from which the claim(s) arise. Each deal space is the provision of a separate service. We make no promise or warranty to you that the Product will meet any of your requirements, be error or defect free nor free from bugs, nor that it is impenetrable to malicious third party attacks. Our liability to you for loss or damage of any kind arising out of this document or in connection with the relationship established by it is reduced to the extent (if any) that you cause or contribute to the loss or damage. This reduction applies whether our liability is in contract, tort (including negligence), under any statute or otherwise. You indemnify us and will hold us harmless against any loss or claim we suffer due to your use of the Product. You have not relied on any representation made or implied by us or arising out of or implied by our conduct save for as expressly set out in this document. To the extent that we have made or implied, or by conduct given rise to or implied, any representation that is not expressly stated in

this document, you are not proceeding in reliance on the representation. We make no promise, representation or otherwise in relation to any benefit you may obtain by using the Product and we guarantee in no way any increased sales, savings, transactions, revenue, goodwill or profit or any other benefit that may flow from you using the Product.

General

If any provision of this document is held to be invalid or unenforceable, such provision will be severed and the remaining provisions will remain in effect. In our sole discretion, we may assign our rights and obligations under this document to another entity. Headings are for reference purposes only and do not form part of this document. Our failure to act on a breach by you or others doesn't waive our right to act on subsequent or similar breaches. We may amend this document at any time by posting the amended terms on a relevant site of ours or directly to the email address linked to your account (or profile). Except as stated elsewhere, all amended terms will automatically be effective as soon as you continue to use our services. If you do not accept the changes you should close your account (or profile) in accordance with this document. This document contains the entire understanding and agreement between you and us in connection with the Product. All sections which by their nature are intended to survive termination of this document will be deemed to survive. This document is governed by the laws of New South Wales, Australia. Each party submits to the non-exclusive jurisdiction of the courts of that place. Any rights or remedies to which you are entitled in connection with Implied Rights arise independently of these terms and conditions and the jurisdictional selection provision above does not apply to any claim you may have under those Implied Rights.

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