

## AutoBoost Terms of Use

These Terms of Use ("**Terms**") govern your use of AutoBoost, located at <https://portal.autoboost.com> ("**AutoBoost**") and form a binding contractual agreement between you, Capricorn Society Limited ("**Capricorn**") and AutoBoost Support Services Pty Ltd ("**AutoBoost Support**").

These Terms are important and you should ensure that you read them carefully before you use AutoBoost. If you have any questions you can contact AutoBoost Support Services on [help@autoboostsupport.com](mailto:help@autoboostsupport.com).

By using AutoBoost you acknowledge and agree that you have had sufficient chance to read and understand the Terms and you agree to be bound by them. If you do not agree to the Terms, do not use AutoBoost.

### 1. Licence to use AutoBoost

- 1.1 You are granted a non-exclusive, non-transferable licence to access and use AutoBoost in accordance with these Terms.
- 1.2 You may only access and use the content available on AutoBoost including the services available for purchases on AutoBoost (the "**AutoBoost Content**") in the support of your business of maintaining and/or repairing motor vehicles.
- 1.3 Only you are authorised to use the username and password provided to you by Capricorn for the purposes of accessing and using AutoBoost. You will not disclose or authorise the disclosure of the username and password to any other party. You are responsible for all actions of any employee, representative, agent or other person to whom you provide or permit to use your username and password. You must notify Capricorn if you suspect that the security of your username and password or access to the information has been compromised.
- 1.4 You may not use, copy, download, rent, lend, lease, sell, distribute, transmit or otherwise transfer any AutoBoost Content or any copy, modification, translation or adaptation of any AutoBoost Content except as permitted by law or expressly set out in these Terms. You may not "crawl" or otherwise access AutoBoost Content, whether manually or by automated means, to reproduce any part of the AutoBoost Content in any form. You may not reverse compile, disassemble, reverse engineer or create derivative works based on all or any portion of the AutoBoost Content.
- 1.5 You agree that AutoBoost Support may monitor your access of AutoBoost and use of AutoBoost Content to monitor compliance with these Terms and to collect data relating to the use of AutoBoost and the AutoBoost Content.
- 1.6 You must comply with all applicable laws and regulations in force from time to time in the location from which you access AutoBoost, and must not use (or permit to be used) AutoBoost or any AutoBoost Content in connection with any illegal activities.

### 2. Termination and Suspension of Licence

- 2.1 Your licence to access and use AutoBoost may be terminated if:
  - (a) You cease to be a member of Capricorn;
  - (b) You are in breach of these Terms or any agreement between you and Capricorn; or

- (c) For any reason AutoBoost ceases to operate.
- 2.2 Your licence to access and use AutoBoost may be suspended without notice if any Trade Account operated by you is placed on 'stop credit' by Capricorn.

### **3. No professional advice provided**

- 3.1 The AutoBoost Content is not intended to and does not constitute legal, financial or tax advice or any other form of professional advice. The AutoBoost Content has not been prepared with your specific needs in mind and is not intended to be comprehensive. You should consider whether the AutoBoost Content is appropriate to your needs and, where appropriate, seek professional advice before acting or relying on the AutoBoost Content.

### **4. Warranties are Limited**

- 4.1 The AutoBoost Content includes content developed by AutoBoost Support and third parties. AutoBoost Support gives no warranty that the AutoBoost content is complete or accurate. To the maximum extent permitted by law, AutoBoost Support and Capricorn do not accept any liability arising from any inaccuracy or incompleteness of the AutoBoost Content.
- 4.2 AutoBoost and the AutoBoost Content is provided "as is". All conditions or warranties express or implied, statutory or otherwise (including without limitation those pertaining to accuracy, completeness, currency, non-infringement, merchantability or fitness for a particular purpose (whether or not notified) are hereby excluded.
- 4.3 AutoBoost Support makes reasonable efforts to ensure that AutoBoost and the AutoBoost Content is free from computer viruses, Trojans and other malicious code. AutoBoost Support and Capricorn accept no liability arising from any infection by computer virus, Trojans or other malicious code. You must ensure that you use adequate, up to date, anti-virus software in accessing AutoBoost.
- 4.4 AutoBoost and Capricorn do not warrant that AutoBoost or the AutoBoost Content is or will remain compatible with any hardware or software.
- 4.5 AutoBoost Support relies on the provision of services by third parties to provide you with AutoBoost and the AutoBoost Content. AutoBoost will not operate on a continuous basis and may be unavailable from time to time (including for maintenance purpose). AutoBoost Support will endeavour to provide you with advanced notice of any scheduled unavailability but this may not always be possible. AutoBoost and Capricorn do not warrant any level of availability of AutoBoost or the AutoBoost Content. AutoBoost Support and Capricorn accept no liability arising from your inability to access AutoBoost or the AutoBoost Content.
- 4.6 Your sole remedy and the entire liability of AutoBoost Support are as set out in these Terms. In no event shall AutoBoost or Capricorn be liable to you or any other person for any loss of revenue, loss of actual or anticipated profits whether arising in the normal course of business or otherwise (including, without limitation, loss of profits on contracts); loss of the use of money; loss of anticipated savings; loss of business; loss of opportunity; loss of goodwill; loss of or damage to reputation; loss of or corruption to data; loss of management or administration time, legal and other professional fees and expenses; or any indirect or consequential loss or damages however caused which arise directly or indirectly from the use or non-use of AutoBoost or the AutoBoost Content. To the extent

possible the liability of AutoBoost Support and Capricorn in respect of any claim is limited to, at the option of AutoBoost Support and Capricorn:

- (a) In the case of goods: (i) the replacement of the goods or the supply of equivalent goods; (ii) the repair of the goods; (iii) payment of the costs of replacing the goods or the supplying equivalent goods; or (iv) payment of having the goods repaired;
  - (b) In the case of services: (i) the supply of the services again; or (ii) payment of the costs of having the services supplied again.
- 4.7 You hereby indemnify and hold harmless AutoBoost and Capricorn from and against all liability, cost (including legal costs), damage, loss, action, claim or proceedings arising directly or indirectly as a result of any unauthorised use by you (or your employees or any third party to whom you or your employees have granted access to AutoBoost) of AutoBoost or the AutoBoost Content. You will provide AutoBoost Support and Capricorn with any evidence or information in your possession or control reasonably requested by AutoBoost Support in relation to your use of AutoBoost or the AutoBoost Content in the event that AutoBoost Support or Capricorn is subjected to any challenge, claim, or complaint relating to your use of AutoBoost or the AutoBoost Content.
- 4.8 Except as set out in these Terms or as required by law, no other warranties (whether express or implied) are made in respect of AutoBoost or the AutoBoost Content. Nothing in these Terms shall operate to exclude or restrict the liability of any party for death or personal injury due to its negligence, nor for fraudulent misrepresentation, or any liability which cannot be excluded by law.
- 4.9 The limitations and indemnities provided in this clause 4 are for the benefit of AutoBoost Support and Capricorn and may be enforced by AutoBoost Support or Capricorn or both or relied on by AutoBoost Support or Capricorn or both in defence of, or to stop, any proceedings or other action you or any other person may take against AutoBoost Support or Capricorn or both.

## **5. No Rights in AutoBoost or the AutoBoost Content**

- 5.1 All intellectual property rights in AutoBoost and the AutoBoost Content are owned by AutoBoost Support and/or its licensors. Other than rights specifically granted under these Terms, you shall not have any rights in or to AutoBoost or the AutoBoost Content and all rights not expressly granted to you are reserved by AutoBoost Support and/or its licensors.
- 5.2 The copyright and database rights notice included in the AutoBoost must at all times remain an integral part of the AutoBoost Content and any permitted copy that you may make.
- 5.3 The word AUTOBOOST and the AutoBoost logo are trademarks of Capricorn and licenced to AutoBoost Support.
- 5.4 By posting or adding any content onto AutoBoost, you grant Capricorn a perpetual, non-exclusive, royalty-free, irrevocable, worldwide and transferable right and licence to use that content in any way (including, without limitation, by reproducing, changing, and communicating the content to the public) and permit us to authorise any other person to do the same thing. This licence survives termination of these Terms.

## **6. Fees and Charges**

- 6.1 Fees are payable for use of some AutoBoost Content, including the marketing services and SMS services. Fees are set out in the Schedule to these Terms.
- 6.2 AutoBoost Support is a Capricorn preferred supplier. All purchases made through AutoBoost using your login details and AutoBoost Support will be charged to your Capricorn Trade Account without further enquiries and must be paid by you in accordance with your agreement with Capricorn. No payment should be made on invoice provided to you by AutoBoost Support. No payment should be made by you directly to AutoBoost Support.

## **7. Terms specific to marketing services**

- 7.1 Through AutoBoost you may order marketing services, being the personalisation of a range of template marketing materials. A fee is payable for all marketing services.
- 7.2 On placing any order for marketing services and providing the information necessary to personalise the template marketing materials, you will be provided a quote. After you accept that quote the marketing services will be performed and, once complete, the personalised marketing materials will be delivered and the fees charged to your Capricorn Trade Account. Any re-work or additional work not specified in the quote that you may require may result in additional fees being charged.
- 7.3 In providing the marketing services AutoBoost Support may rely on information or content provided by you or approved by you. AutoBoost Support shall not be liable for any error, inaccuracy or incompleteness in any information or content that has either been provided by you or approved by you.
- 7.4 The delivery of any personalised marketing materials will be suspended if your Capricorn Trade Account to which the marketing services are to be charged is placed on 'stop credit' by Capricorn.

## **8. Terms specific to SMS services**

- 8.1 Through AutoBoost you may access SMS services. A fee is payable for all SMS services as set out in the Schedule to these Terms.
- 8.2 You are responsible for ensuring that you use the correct mobile number, customer name and date to send for all SMS services. You are also responsible for the content of the SMS.
- 8.3 If you use the SMS services to send a "commercial electronic message" as defined by the Australian *Spam Act 2003* or the New Zealand *Unsolicited Electronic Messages Act 2007*, you must ensure that you comply with the applicable Act, including by ensuring that the recipient of the SMS has consented to its receipt, you have identified yourself in the content of the SMS and that the 'unsubscribe' function available as part of the SMS services is selected.
- 8.4 The first SMS can be 160 standard characters in length. For messages longer than 160 standard characters, the message will be split into segments of 153 standard characters. The segments will be sent individually then rebuilt by the recipient's device to appear as a single message. Non-standard characters may include non-English characters and certain symbols. Use of non-standard characters may result in messages being split into additional segments. A charge is applicable

per segment as set out in the Fees and charges schedule. One message can have a maximum of 1,530 standard characters.

- 8.5 The first SMS segment will generate a monthly administration fee. You will otherwise be charged for the SMS services for each SMS segment and on an 'attempted delivery' basis. This means that AutoBoost Support will charge you a fee for each SMS that have been reported as being:
- (a) Sent (the SMS was successfully accepted by the nearest upstream carrier);
  - (b) Delivered (a confirmation of message being delivered from the upstream carrier, and, where available, the destination handset has been received); or
  - (c) Undelivered (a delivery receipt has been received indicating that the message was not delivered. This can happen for a number of reasons including carrier content filtering, availability of the destination handset, etc...).
- 8.6 If your Trade Account is placed on 'stop credit' by Capricorn, then any SMSs scheduled to be sent whilst your Trade Account remains on 'stop credit' will not be sent and will not be automatically rescheduled.
- 8.7 AutoBoost is reliant on a third party, Twilio, to provide the SMS services. Both AutoBoost Support and Twilio will store phone numbers, names and SMS content. This information is stored solely for the purpose of providing you the SMS services and will not be otherwise used or disclosed.
- 8.8 The standard billing period for SMS services will run from the last day of the prior calendar month through to the second last day of the current calendar month. This means that charges for SMS services in a particular calendar month may appear on different statements for your Capricorn Trade Account.

## **9. Terms specific to templates and forms**

- 9.1 Through AutoBoost you may access a range of templates and forms. You are permitted to download or print and modify a number of these templates and forms during the term your licence. You may continue to use any templates or forms that you have downloaded or printed and modified after any termination and during any suspension of your licence.
- 9.2 You are solely responsible for any modifications to the templates and forms. You will not delete or modify any copyright notice on the templates and forms. You represent and warrant that you will not modify any template or form to include any defamatory or offensive content unless such content is reasonably necessary relating to the purpose of the template or form.

## **10. Use of your information**

- 10.1 Your information which we obtain directly from you or from Capricorn as part of you accessing and using AutoBoost, which may include personal information as defined in the Australian *Privacy Act 1988* or New Zealand *Privacy Act 1993*, will be used by AutoBoost Support, and also disclosed to and used by third parties involved in the provision of AutoBoost, for the purpose of providing you AutoBoost. Your information may also be provided to Capricorn for the purposes of Capricorn being able to manage its relationship with you.

## **11. General**

- 11.1 AutoBoost Support may update or amend these Terms, including the fees set out in the Schedule to these Terms, from time to time by written notice to you, including given through AutoBoost.
- 11.2 You must not assign, sublicense or otherwise deal in any other way with any of your rights under these Terms.
- 11.3 If a provision of these Terms are invalid or unenforceable it is to be read down or severed to the extent necessary without affecting the validity or enforceability of the remaining provisions.
- 11.4 Each party must at its own expense do everything reasonably necessary to give full effect to this Agreement and the events contemplated by it.
- 11.5 This Agreement is governed by the laws of Western Australia and each party submits to the jurisdiction of the courts of Western Australia.

**Schedule  
Fees and Charges**

	Australia (all prices in A\$)	New Zealand (all prices in NZ\$)
<b>SMS Services</b>		
<b>Admin Fee</b>	\$2.00 (plus GST)	\$2.00
<b>Fee per SMS Segment</b>	\$0.15c (plus GST)	\$0.15c
<b>Marketing Services</b>	Price on application	Price on application