

Policy No: FMO-FM-005 Final Terms and Conditions of Use
Process Area: Facilities Management Operations

1 GENERAL

These terms and conditions of use apply to the use of this work order portal application and any related online services ('App'). By using the App, you agree to these terms of use. If you do not accept these terms of use, you must not use the App.

2 APP CONTENT AND FUNCTIONALITY

- a. While City FM endeavours to take reasonable care in preparing and maintaining the information on the App, to the fullest extent permitted by applicable laws, we do not warrant the accuracy, reliability, adequacy or completeness of any of the App content. You acknowledge and accept that the App content may include technical inaccuracies and typographical errors. The App content is subject to change at any time without notice and may not necessarily be up to date or accurate at the time you view it.
- b. This App is made available to you "as is". City may update the App, including by adding or removing any content or functionality at any time in City's discretion.
- c. To the fullest extent permitted by applicable laws, City FM does not guarantee that access to the App will be uninterrupted or that the App is free from, faults, errors, viruses or anything else which may damage any device which accesses the App or any data on such a device.

3 USE OF APP

- a. You must not attempt to change, add to, remove, deface, hack or otherwise interfere with the ordinary operation of the App.
- b. You must comply with any instructions we give you about how to use the App and must not do anything that interferes with or adversely affects the normal operation of the App (including the ability of other users to access or use the App).
- c. You are responsible for ensuring the security of the systems and devices that you use to access the App, including through use of appropriate virus-checking and other security software.
- d. You must not use the App or its contents:
 - i. in breach of any law or regulation;
 - ii. to infringe a third party's rights;
 - iii. in connection with any information or material that may be, or that may encourage conduct that may be unlawful, threatening, abusive, defamatory, obscene, pornographic, profane or indecent.
- e. You are responsible for ensuring any equipment, software or service required to use the App is working properly, and that you know how to use it to access the App.

4 YOUR LOGIN

- a. You may need to register or open an account with us in order to access certain parts of the App. In this case, we will issue you with a user name and password, or other appropriate log-in details for your account.

- b. You are responsible for keeping your log-in details confidential so that they cannot be used without your permission. You will be responsible for any use of the App by anyone using your log-in details.

5 INTELLECTUAL PROPERTY

- a. All intellectual property rights, including copyright, in the App and its contents are owned by City FM or licensed to City FM by our licensors. Except as set out in these terms and conditions of use, you must not reproduce, modify or adapt the App or its contents.
- b. You must not reproduce, communicate to the public, retransmit, distribute, disseminate, sell, publish, broadcast or circulate the App or its contents without the express prior written consent of City FM.
- c. You grant City FM an irrevocable, perpetual, sublicensable licence to use, reproduce, modify, adapt and communicate any content you provide to City FM or upload or submit via the App for the purposes of operating the App.

6 LIMITATION OF LIABILITY

- a. To the fullest extent permitted by applicable laws, and except as expressly set out in these terms and conditions or to the extent any applicable statutory guarantee applies, City FM excludes:
- b. all conditions, representations, warranties, terms, or remedies, whether express or implied, in relation to the App or your use of the App; and
- c. any liability (whether in contract, tort (including negligence), or otherwise) for any direct, indirect or consequential loss, damage or expense incurred by you or any other user in connection with the App, the contents of the App, your use or reliance on the App (or content in the App), or any linked websites or applications.
- d. To the extent a statutory guarantee applies in relation to the provision of goods or services under these terms and conditions of use, City FM limits its liability under those guarantees to (at City FM's option) the re-supply of those goods or services or paying the cost of that re-supply.

7 PRIVACY

City FM collect, uses and discloses personal information in accordance with our Privacy Policy, which you can access [here](#).

8 CHANGES TO THESE TERMS

- a. City FM may change these terms at any time and solely at its discretion, without notice to you.
- b. Please check this page each time you use the App, as we may update these terms from time to time. If you do not agree with the changes made by City FM, you may opt out of these terms and conditions of use within [10] days of the changes being published in the App (and in which case you must no longer access or use the App), otherwise the revised terms and conditions of use shall be taken to apply to your use of the App.

9 SUSPENSION AND TERMINATION

- a. City may suspend your access to the App at any time where necessary for security or operational purposes in City's discretion.
- b. If you breach these terms and conditions of use, City FM may terminate your right to access or use the App and related services, restrict your use of the App and related services, and commencing legal action against you.

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- c. City FM's rights under clause 9(b) shall be exercised:
 - i. in a manner that is reasonable; and
 - ii. to the extent possible, after providing reasonable prior notice to you

10 GOVERNING LAW

These terms of use are governed by the laws in force in Victoria, Australia, and will be subject to the exclusive jurisdiction of the courts in that place.

11 DOCUMENT CONTROL

Approval

	Title	Name	Signature	Date
Administrator	National Commercial Manager	Glenn True		11/11/19
Approver	Director - FM Operations	Mark McKenzie		11/11/19

Version History

The following table lists the changes made to this Policy:

Version	Date	Amended By	Brief Summary of Changes