

Our Customer Relationship Agreement

ONLINE VAULT SERVICE DESCRIPTION

iiNet Limited ACN 068 628 937

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Rules of interpretation and capitalised terms used in this Service Description are defined either in the General Terms of this CRA or in clause 10 of this Service Description.

1. ABOUT THE ONLINE VAULT SERVICE DESCRIPTION

Our Customer Relationship Agreement

- 1.1 This is the Online Vault Service Description of our CRA under which we supply the Online Vault Service to you. The General Terms of our CRA, and the other documents listed in clause 1.2 of the General Terms, also apply to the Online Vault Service.

Service options

- 1.2 The Online Vault Service comprises of the following service options:
- (a) Online Vault 1
 - (b) Online Vault 2
 - (c) Online Vault 3

1. THE ONLINE VAULT SERVICE DESCRIPTION

What is the Online Vault Service?

- 1.1 The Online Vault Service is a secure online backup solution that you can access from a PC or a MAC that is running the Client.

The Service allows for the Backup of individual files of certain commonly used applications such as documents, photos and video file types online.

Service Requirements & Restrictions

- 1.2 In order to receive the service you must:
- (a) meet all our System Requirements; and
 - (b) have installed all of the Requirement Equipment.
- 1.3 The Online Vault Service is only available in English.

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- 1.4 We do not guarantee that the Online Vault Service will be compatible with any network of Devices.
- 1.5 You must be the legal owner of the Internet Service used to access the Online Vault Service or have obtained the owner's permission to use the Internet Service to access the Online Vault Service.
- 1.6 You must be over 18 years of age to apply for the Online Vault Service.

Contract Term

- 1.7 If you apply for the Online Vault Service for a contracted period of time, we will provide, and you must acquire the Service in accordance with this CRA for at least the Contract Term. You may cancel the Service during the Contract Term but you may be required to pay a Break Fee as set out in the Pricing Schedule. After the Contract Term has expired we will continue to provide the Service until it is cancelled in accordance with this CRA.

2. INSTALLING THE ONLINE VAULT SERVICE

Installation

- 2.1 Use of the Service requires you to install the latest version (which we may change from time to time) of the Client Software Application on a Computer System meeting the System Requirements. The Client can be downloaded from iiNet's Website.
- 2.2 Once the Client is successfully installed, access to the Online Vault requires authentication using a valid Email Address and License ID.
- 2.3 Upon installation an initial Backup of Content will be automatically carried out to test the correct function of the Service. If successful, an email will be sent to you confirming the Content was received successfully.

3. SOFTWARE (THE CLIENT)

License to use

- 3.1 iiNet owns all the rights to the Client Software Application. The Client is protected by intellectual property and copyright laws. We grant you a revocable, non-exclusive, non-transferable licence to use the Client subject to this clause and any end user agreement provided with the Client at the time of installation.

You May:

- 3.2 Install the Client on as many Devices as you need, and create copies of the Client software for the purpose of a Backup only.

You Must Not:

- 3.3 Install the Client in a way that is likely to contravene any laws or breach our CRA.
- 3.4 Distribute copies of the Client to a third party, transfer the Client to another party's Computer System or allow a third party to do these things.

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- 3.5 Modify, adapt, translate, rent, lease, resell, distribute, decompile, reverse engineer, disassemble or create derivative works based upon the Client Software or any part thereof.
- 3.6 Use any Supporting Documentation in a way described in clauses 3.4 & 3.5, or for any purpose other than to support your use of the Client.
- 3.7 Use the Client software or any portion of thereof to implement any product or service to operate on or in connection with the Client for any other purpose than allowed in this Service Description.

4. ONLINE VAULT SPECIFIC TERMS

General Term & Conditions

- 4.1 The Online Vault Service allocates you a maximum amount of Backup Capacity in Gigabytes according to the Plan selected by you. You agree not to exceed this Backup Capacity. You can monitor your usage of your Backup Capacity via the Toolbox. If you try to exceed your allocated Backup Capacity you will be notified on-screen that you do not have the Capacity to backup the file unless you remove some existing files or upgrade your plan to gain more Capacity.
- 4.2 You are responsible for any usage of the Service. You are responsible for obtaining any licenses, consents, authorisations or approval to enable you to lawfully use Content stored in your Online Vault. iiNet accepts no ownership or responsibility for any data Backed up in your Online Vault.

Applying for the Online Vault Service

- 4.3 You can apply for the Service in the ways described in clause 2 of the General Terms of our CRA, which sets out how to make an application and accepting your application for the Online Vault Service.

Cancelling the Online Vault Service

- 4.4 You may cancel your Online Vault Service by contacting iiNet's Customer Support. Cancelling your Online Vault means that the Content Backed up by means of the Client will be deleted and no longer available to be Restored.

Traffic Counting

- 4.5 Data sent to and from the Online Vault is not counted towards your Data Allowance. The data is in the Freezone.

Other Important information about the Online Vault Service

- 4.6 The Online Vault is NOT an archiving service, but a service for Backing up Content. Content Backed up by means of the Client can be Restored at your request up to 45 days after its deletion from your computer. After 45 days, the Content is automatically deleted from the Online Vault and cannot be Restored.

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5. SERVICE CHARGES AND BILLING

Service charges

- 5.1 We will bill you for the Service in accordance with our Billing Policy, and the product Plan selected by you.

Billing & Payment

- 5.2 You will be sent an invoice each month containing the charge for the preceding month service period according to the Plan selected by you. Payment must be made by automatic debit of your credit card or direct debit from your nominated bank account. If your bank declines a payment you may be charged a fee in accordance with the Price Schedule.

Variations to the charges

- 5.3 We may vary the charges of the Service in accordance with clauses 1.3 to 1.8 of the General Terms.

6. PRIVACY AND SECURITY OF YOUR BACKED UP CONTENT

Privacy Policy

- 6.1 Our Privacy Policy, which can be found on our Website also applies to this agreement.

Collection & use of your Content

- 6.2 The Content in your Online Vault is not Backed up on iiNet servers and is not monitored by iiNet in any way. You are responsible for keeping a copy of your Online Vault Content locally.

iiNet does not warrant that your Content will not be subject to damage, loss or corruption and accepts no liability for such. iiNet does not and cannot cache, keep, or retrieve a copy of your Content for any purpose except where it may be required to be law.

Access to information we hold about you

- 6.3 You agree that we may access, use and or disclose your account information and Content if legally required to do so; or if it is reasonable necessary to:
- (a) Comply with a legal process or request
 - (b) Enforce this agreement
 - (c) Investigate any security, fraud or technical issues; or
 - (d) Protect the rights of iiNet, its users, or the public, as required or permitted by law.

Backup and security of your Content

- 6.4 Content Backed up by way of the Client is not Backed up on iiNet servers. Content is Backed up by our partner F-Secure in a secure data centre.

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To ensure the security of your Content you are assigned a Licence ID. You must keep this safe and confidential. Do not communicate it to anyone other than iiNet for the purpose of technical troubleshooting.

7. CUSTOMER SUPPORT

7.1 iiNet provides a 24/7 Customer Support service to assist you with your use of the Service or any difficulty you are having with the Service. iiNet's Customer Support can be contacted by telephone on 13 22 58.

8. USE OF THE ONLINE VAULT SERVICE

Use of the Service

8.1 You agree to use the Service in accordance with any applicable laws or regulations. The Service is intended for your personal use only and not for commercial purposes. Use of the Service and any Content is solely at your own risk.

Unacceptable use

8.2 The Service is not to be used for any commercial purposes, which include but are not limited to E-Commerce, distribution of content and FTP downloading.

You shall not save or attempt to save, by means of the Client software, Content that is not primarily located on your computer's internal storage device (e.g external Backup devices).

Sharing of Content

8.3 You agree to not use the Online Vault as a file sharing mechanism.

8.4 The Online Vault is for your personal use only, to Backup and access files that you have authority to Backup, access and use. You should not provide your authentication details to another person or entity to Backup, access or use the Content of your Online Vault.

Prohibited Uses

8.5 You must not use the Online Vault to:

- (a) transmit any Content in a way that is unlawful, harassing, threatening, harmful, defamatory, abusive, violent, obscene, racially or ethically offensive, invasive of another's privacy or otherwise objectionable;
- (b) engage in any activity that may infringe on another person's right or that is likely to cause intellectual property infringement; or
- (c) disclose any confidential information in breach of a confidentiality, or non-disclosure agreement.

Copyright

8.6 You will not Backup, Store or share any illegal or infringing Content. You specifically agree to strictly adhere to the provisions of the applicable copyright laws.

REMINDER

Any reproduction, communication of a work and/or any broadcasting of a performance, and audio recording or a video recording made without authorisation may constitute an offence or a copyright infringement and is a material breach of our CRA.

9. ACKNOWLEDGMENTS

Customer Indemnification

- 9.1 You indemnify iiNet against any damages, direct, indirect or Consequential Loss claims made in relation to your use of the Online Vault or any other iiNet Service arising from the Content in your Online Vault or any use, by you of any other iiNet Service described in our CRA.

You are solely responsible for the Content Backed up, transferred or Backed up using the Client and also otherwise for your use of the Online Vault Service. You shall indemnify, defend and hold harmless iiNet, its licensors, distributors and suppliers against any and all costs, charges, claims, damages and liabilities incurred, and any proceedings taken against any of the indemnities without limitation, legal and consultant fees resulting from any misuse of the Online Vault Service or violation of rights of third parties, and or any damage that you may cause through use of the service.

Customer Acknowledgements

- 9.2 During the Backup process, the Client operates automatically, depending on related technical constraints. Accordingly no guarantee is given for specific speeds or periods of time during which the operation will be finished.

10. DEFINITIONS

Backup means the process performed by the Client to Store information on a Computer System to the Online Vault

Backup Capacity means same as Capacity.

Break Fee means the fee charged in accordance with the Pricing Schedule when the Service is cancelled before the expiry of a Contract Term.

Capacity means a maximum amount of data in Gigabytes that is able to be Stored by the Online Vault Service plan as selected in the application for the Service.

Client (Software Application) means the application that is downloaded and installed locally on a Computer System that performs the process of a Backup.

Computer System means the same as System Requirements.

Content means information data such as files, which is Stored in the Online Vault.

Contract Term means the minimum period of time that the Service will be provided as selected in the application by the customer.

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Customer Support means iiNets staff that can assist any customer, with a enquiry about iiNets services, who are contactable by telephoning 13 22 58.

Data Allowance means a maximum amount of data in Gigabytes that is able to be downloaded on a given internet connection in a given period.

Device means same as System Requirements.

Distribute means to share a thing.

Downgrade means changing the Plan from its current Plan to one of equal or lesser cost.

Email Address and License ID means the authentication details provided exclusively to you for the purpose of accessing the Service.

Freezone means Content that can be downloaded on an iiNet Internet service. But which is exempt from the Data Allowance.

F-Secure means iiNets partner who develop the Client Software.

Internet Service means an iiNet Internet Service as sold on its Website.

Online Vault Service means the product described in this Service Description.

Plan means the Plan as selected on your application for the Service

Privacy Policy means <http://www.iinet.net.au/legal/privacy.html>

Restored means the successful process performed by the Client to copy data from the Online Vault to a local Computer System.

Service means the Online Vault Service.

Stored means information in the Online Vault.

Supporting Documentation means this a) CRA, b) the text in the click-wrap agreement agreed to by you in the online application, and c) the click-wrap agreement agreed to by you in the installation of the Client.

System Requirements means a PC running Windows XP (SP2+), Windows Vista or Windows 7 or a MAC OS 10.5 or above and a working iiNet internet connection and access to an email address.

Toolbox means <https://toolbox.iinet.net.au/>