

# Superloop 360 Portal Terms

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## 1. Definitions and interpretation

### 1.1 Defined terms

In these Portal Terms, unless the contrary intention appears, the following words have the following meanings indicated:

**Agreement** means the Service Orders submitted by Your authorised representatives, any relevant Service Schedule, the relevant General Terms or Master Services Agreement that your Service Orders are subject to, these Portal Terms and any addendums.

**Customer** means the legal entity listed in the Customer Registration details on the Superloop Portal (whether capitalised or not).

**Delegated Administrator** means a person who has been selected and authorised by You to administer your accounts on the Superloop Portal, including to add End Users, and who has been accepted by Superloop.

**End User or End Users** means a person selected by the Delegated Administrator to use the Superloop Portal on Your behalf, and who has been accepted by Superloop.

**New Starter Pack** means the pack of information provided by Superloop to new End Users prior to their first use of the Superloop Portal.

**Portal Terms** means these terms and conditions and any addendums.

**Privacy Policy** means Superloop's global privacy policy which can be found on Superloop's website at <https://superloop.com/legal/privacy-policy.html>

**Superloop** means Superloop (Operations) Pty Ltd and its Affiliates.

**Superloop Portal** means Superloop's online portal for Customers to order Services and manage their accounts, otherwise known as Superloop 360 (as amended from time to time).

**You or Your** means the Customer (whether capitalised or not).

### 1.2 Interpretation

In this Agreement, headings are for ease of reference only and do not affect the meaning of this Agreement and unless the contrary intention appears:

- (a) the singular includes the plural and vice versa and words importing a gender include other genders;
- (b) other grammatical forms of defined words or expressions have corresponding meanings;
- (c) a reference to a clause, paragraph, schedule, appendix or attachment is a reference to a clause or paragraph of, or schedule or appendix or attachment to, this Agreement and a reference to this Agreement includes any schedules and attachments;

- (d) a reference to a document or agreement, including these Portal Terms, includes a reference to that document or agreement as novated, altered or replaced from time to time;
- (e) a reference to 'dollar' or '\$' is a reference to the lawful currency of Australia unless otherwise explicitly specified;
- (f) a reference to a specific time for the performance of an obligation is a reference to that time in the state, territory, country or other place where that obligation is to be performed;
- (g) a reference to a person includes its successors and permitted assigns;
- (h) words and expressions importing natural persons include partnerships, bodies corporate, associations, governments and governmental and local authorities and agencies; and
- (i) mentioning anything after 'include', 'includes' or 'including' does not limit anything else that might be included.
- (j) Any capitalised terms in these Portal Terms, which are not defined in these Portal Terms, have the meaning given to those terms in the Agreement.

## 2. Application of these Portal Terms

### 2.1 Application

- (a) For the purposes of the Agreement (as amended from time to time), these terms and conditions are the Portal Terms.
- (b) In consideration for Superloop providing You access to the Superloop Portal, You agree to these Portal Terms.

## 3. Acknowledgements

### 3.1 Acknowledgement and agreement

- (a) You warrant that You have the authority to enter into and bind the Customer to these Portal Terms, and that You have entered into an Agreement with Superloop as at the date of entering into these Portal Terms.
- (b) You warrant that You have the express authority to bind the Customer to any Orders placed using the Superloop Portal, including the express authority to migrate any Services from the current internet service provider over to Superloop. Where a Delegated Administrator or End User does not have the requisite authority for these actions, You agree to pay Superloop (on demand) the amount of any losses, costs, damages, expenses and other liabilities suffered or incurred by Superloop, its Affiliates or their respective officers, directors or employees arising out of in connection with Your violation of either these Portal Terms or from claims made by Third Parties (including the National Broadband Network or the current internet service provider).
- (c) You warrant that, to the best of Your knowledge, all information and data provided by You through the Superloop Portal is true, accurate and up to date and that You have authority to disclose such information and data to Superloop.
- (d) You acknowledge and agree that the Portal Terms may be amended from time to time, and once amended will take precedence over any earlier versions of the Portal Terms.

- (e) You acknowledge and agree that where there is an inconsistency between these Portal Terms and any other terms and conditions associated with the Agreement, then to the extent of any inconsistency only, the order of precedence will be the relevant:
  - (i) Service Order;
  - (ii) Service Schedule;
  - (iii) the Master Services Agreement or General Terms referenced on the relevant Service Order; and
  - (iv) these Portal Terms.

## 4. How the Superloop Portal works

### 4.1 Delegated Administrators

- (a) A Delegated Administrator whose appointment by the Customer has been accepted by Superloop, may nominate employees of the Customer to become End Users of the Superloop Portal.
- (b) A Delegated Administrator must ensure that that each new user is provided with a copy of these Portal Terms prior to the first time that they log in to the Superloop Portal.
- (c) A Delegated Administrator must ensure that they do not, under any circumstances, provide login details or create an account for any person outside of Your organisation, including but not limited to, a Superloop competitor.

### 4.2 End Users

- (a) As soon as reasonably practicable after the receipt of request for a new End User account in accordance with the New Starter Pack provided by Superloop, Superloop will create a new End User account for the requested employee and provide the Delegated Administrator with a username and password for the new End User by sending an email to the Delegated Administrator.
- (b) When the Delegated Administrator or End User logs into the Superloop Portal, they will be allowed to access different functions within the Superloop Portal depending on which role(s) they have been assigned. These functions are described in more detail in the New Starter Pack.
- (c) Superloop does not guarantee access to all the functionality of the Superloop Portal.

### 4.3 Proper use of the Superloop Portal

It is a condition of Your use of the Superloop Portal that:

- (a) You do not post or transmit any unlawful, threatening, abusive, libellous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any local, state, national or international law;
- (b) You do not post or transmit any information, software or other material which violates or infringes the rights of others, including material which is an invasion of privacy or publicity rights or which is protected by copyright, trade mark or other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or right holder;

- (c) You do not post or transmit any information, software or other material that contains a virus or other harmful component;
- (d) You do not post, or transmit or in any way exploit any information, software or other material for commercial purposes or which contains advertising other than as explicitly anticipated by the New Starter Pack; or
- (e) You do not do anything that breaches Superloop's Privacy or which causes Superloop to be in breach of the Privacy Policy.
- (f) You agree to pay Superloop on demand the amount of any losses, costs, damages, expenses and other liabilities suffered or incurred by Superloop, its Affiliates or their respective officers, directors or employees arising out of or in connection with Your violation of either these Portal Terms or from claims made by Third Parties including claims regarding ownership, copyright, plagiarism, slander, libel, rights abuse, right to submit or privacy violation.
- (g) You agree that You are responsible for all information that You provide to Superloop and will take all steps necessary to verify the accuracy of any information provided to it by a third party which will be entered into the Superloop Portal.
- (h) You warrant that if any information or data that You provide to Superloop is amended, updated or is found to no longer be true and correct, then You will provide Superloop with such updated or corrected information or data in a timely fashion. Where Superloop has sustained a loss as a result of this breach, then You agree to pay Superloop (on demand) the amount of any losses, costs, damages, expenses and other liabilities suffered or incurred by Superloop.

#### **4.4 Right to restrict or prohibit use of Superloop Portal**

Superloop reserves the right to restrict or prohibit access to, and use of, the Superloop Portal without notice or liability to You, if You:

- (a) engage or allow another person to engage in any act that damages or may potentially damage the Superloop Portal; or
- (b) use or allow another person to use the Superloop Portal in an unauthorised manner; or
- (c) use or allow another person to use the Superloop Portal in such a way that causes or may cause material performance issues.

## **5. Privacy and Security**

### **5.1 Personal Information & Privacy**

- (a) You acknowledge that Superloop will collect, use, and disclose any personal information collected through the Superloop Portal for any purpose in the Agreement or the Privacy Policy, in accordance with its Privacy Policy and the Privacy Act 1988 (Cth).
- (b) By agreeing to these Portal Terms, any individual representing the Customer consents (for the purposes of the Privacy Act 1988 (Cth) and any other applicable legislation) to Superloop collecting, using, and disclosing personal information in accordance with this clause 5.
- (c) Without limiting clause 5.1(a), Superloop will collect personal information of You to facilitate and manage access to the Superloop Portal. Without this information, Superloop

may not be able to give You access to the Superloop Portal. Superloop may disclose such personal information to its related entities and to service providers who assist it to provide the Superloop Portal. Generally, individuals have a right to obtain access to personal information that Superloop holds about them.

- (d) You must comply with the Privacy Act 1988 (Cth) as if You were an organisation subject to the National Privacy Principles and with any other applicable laws in their handling of any personal information obtained through the Services and must not do anything which would place Superloop in breach of the Privacy Act 1988 (Cth) or any such applicable laws.
- (e) Without limiting Your obligations, You must not use or disclose any personal information that is disclosed to You through the Superloop Portal except to the extent necessary for fulfilling Your obligations and for any purposes contemplated under these Portal Terms, the New Starter Pack and/or the Agreement or (having given Superloop as much notice as reasonably possible) as required by law.

## **5.2 Security**

- (a) You must ensure that any logins and passwords that are used by to access the Superloop Portal and the details of Your account are kept in a safe and secure manner;
- (b) You must notify Superloop immediately by the means specified in the New Starter Pack if You are or become aware that there is or has been an unauthorised use of any of Your login and password or account, or any other security breach relating to Your account on the Superloop Portal; and
- (c) You are responsible and liable for any person that uses Your login and password to gain access to the Superloop Portal.
- (d) You acknowledge that Superloop may monitor Your access and use of the Superloop Portal.
- (e) You may change Your details, including password and security questions and answers, through the Superloop Portal. Those details are intended to ensure that only You can access the Superloop Portal using Your credentials. You must select a password and security questions and answers in accordance with good practice to fulfil that purpose. If You do not do so, You agree to:
  - (i) be responsible for all actions carried out by another person accessing the Superloop Portal using Your credentials; and
  - (ii) pay Superloop on demand the amount of any losses, costs, damages, expenses and other liabilities suffered or incurred by Superloop, its Affiliates or their respective officers, directors or employees arising out of in connection with the actions referred to in clause 5.2(e)(i).

## **5.3 Confidentiality**

It is of the utmost importance that You maintain the confidentiality of any information that You become aware of via the Superloop Portal or through Your relationship with Superloop.

# **6. IP**

## **6.1 Intellectual Property**

- (a) You acknowledges that the copyright in the Superloop Portal, the software, design, text and graphics comprised in the Superloop Portal, the selection and layout of the Superloop Portal and the content and materials on the Superloop Portal (together, the "Materials") are owned by or licensed to Superloop and that You must not reproduce or modify the Materials or deal with them in any way that is contrary to law, without the prior written consent of Superloop.
- (b) You may:
  - (i) store a reproduction of the content on the Superloop Portal on Your local computer for the sole purpose of viewing the content and Materials; and
  - (ii) print hard copies of the content and Materials for the sole purpose of viewing the information and data on the Superloop Portal but not for any other use, including commercial use.
- (c) The Superloop Portal contains registered trademarks and other trademarks which are protected by law. You must not use any of the marks or trademarks appearing on the Superloop Portal or Superloop's name or the names of Superloop's Affiliates without Superloop's prior written consent. You must not use any of the other company, product and services marks on the Superloop Portal that are owned by other Third Parties without obtaining the relevant Third Party owner's consent.
- (d) You grant to Superloop a perpetual, irrevocable, licence to use, modify and adapt all information, drawings, descriptions and other material provided by You to Superloop through the Superloop Portal. Superloop may include any such materials in its databases and other computer systems and use or modify such materials in connection with the operation of the business of Superloop. Superloop may sublicense the rights granted to it under this clause.
- (e) You warrant that You have sufficient interest in such material to grant the licence in clause 6.1(d).

## 7. Disclaimer and Liability

### 7.1 Disclaimer

- (a) You acknowledge that Superloop is not responsible for any computer or other malfunction that may occur in relation to the sending or receiving of any communication through the Superloop Portal, and Superloop is not responsible for any failure on Your part to read and respond to such communication sent to You by Superloop.
- (b) Superloop does not guarantee that You will be able to enjoy uninterrupted access to the Superloop Portal.
- (c) Superloop is not liable (including in negligence) for any losses, costs, damages, expenses or any other liabilities suffered or incurred by You in connection with the services offered via the Superloop Portal, the unavailability of the Superloop Portal or any failure by Superloop to take any action in connection with information provided by You via the Superloop Portal.