

## Welcome to AVAssist

You have made a wise choice in selecting AVAssist, but before we log you in and connect you with one of our experts, please read these terms and conditions of service carefully. By opening and logging into the AVAssist application, you agree to be bound by these terms.

## How AVAssist Works

AVAssist is a communications platform that connects users of audio-visual and video conferencing hardware and software to a live troubleshooting helpdesk run by the experts at Citadel (**Service**).

It uses the audio and video functionality in your smartphone or other mobile device (**Device**) so that our experts can view your problems in real-time and consult with you directly to troubleshoot and resolve a wide range of issues. These can range from the simple – getting a system turned on and functional - to the more complex such as connectivity, device and interface management.

It's an inherent requirement of AVAssist that:

- your Device has an active, good quality Wi-Fi or cellular internet connection; and
- you grant AVAssist access to your Device's camera & microphone. (By default we only ask for this to happen when you are using the app, but you can change this in your mobile device settings).

AVAssist uses the H264 protocol and websockets to communicate. We recommend a minimum network upload & download speed of 350kb/s to gain the full use of its capabilities. If AVAssist is forced to use a lower quality connection, it may switch to 'audio only'. Although AVAssist is designed to work with a range of connection quality levels, we're not responsible if your connection drops out due to reasons beyond our control.

## Availability

Unless you subscribe to an Enterprise Agreement with different conditions, AVAssist is available between 8:30am and 5:30pm (AEST/AEDT) Monday to Friday. As mentioned above, AVAssist is dependent upon a good quality internet connection, and we cannot guarantee that the service will be available uninterrupted.

## Fees, Charges & Service Inclusions

### *How we charge*

AVAssist has two subscription fee models:

- a monthly subscription with included AVAssist support minutes; or
- a 'pay as you go' subscription.

Irrespective of which billing model you have chosen, you will be billed by the whole minute, rounded up to the next whole minute.

### *Monthly Subscriptions*

Monthly subscriptions can begin on any day of the calendar month, and the subscription fee is payable monthly in advance. All fees are exclusive of GST.

A monthly subscription features a specified number of included AVAssist support minutes that can be used by any User registered to your account. AVAssist support minutes are not cumulative, and unused minutes expire at the end of each subscription month.



AVAssist usage in excess of your included AVAssist minutes are chargeable monthly in arrears at either the rate specified on our website, or the rate in your Enterprise Agreement or Order Form.

### *Pay as you go*

Customers with a 'pay as you go' subscription will be charged for AVAssist support at either the rate specified on our website, or the rate in your Enterprise Agreement.

### *How to cancel*

If you wish to cancel your subscription, you may do so at any time. To cancel, the account owner must send us an email at [cancellations@avassist.com.au](mailto:cancellations@avassist.com.au) specifying the account name and future contact details should there be any query. You will be billed until the end of the month in which you have cancelled, and at the end of your last subscription month, any unused minutes will be forfeited. If you exceed your subscription minutes, we will invoice you for the additional minutes used.

## Responsibility for Content

We know that sometimes you need support when you are under pressure and things can get heated when you need to get that video conference back online, or give that career-enhancing presentation to the Board.

However, we do require civility and co-operation in order to provide services through the AVAssist platform. We reserve the right to suspend or terminate a support session (without refund) if the content we receive through the platform gets uncivil.

## Unauthorised/Mistaken Transactions

If you believe there has been a mistake or unauthorised transaction on your account, the account owner should notify us along with details of the disputed transaction(s) at [support@avassist.com.au](mailto:support@avassist.com.au) and we will investigate it. We will respond to the account owner within two business days.

## Intellectual Property

We own all the intellectual property in the AVAssist product. To the extent that any intellectual property comes into existence during your use of AVAssist, you grant us and our related bodies corporate an irrevocable, royalty free worldwide licence to use, reproduce, modify, adapt and commercialise that intellectual property.

## Privacy

Citadel's privacy policy can be found [here](#). When we collect, use and disclose your personal information, it will be done in accordance with our privacy policy.

When you use AVAssist, we will collect personal information such as your name, location and contact details. If you are using AVAssist as part of your work, your Enterprise may have asked us to collect additional information, such as your location using the GPS functions in your device in order to provide you or them with a better service. If you switch this functionality off, we may be unable to provide the full AVAssist services to you.

We may collect a copy of the support interaction with you (video and audio) for training, quality control and product improvement purposes. We will seek a User's permission before we do so.

Sometimes, we will disclose interaction information to our suppliers and contractors who assist us with providing and developing the AVAssist platform and the humans that provide troubleshooting services.



Neither We nor our suppliers and contractors will use or disclose personal information unless that use or disclosure is necessary to fulfil obligations under this agreement, is otherwise agreed in writing, or is required by law.

## Your Use of AVAssist

By using AVAssist you warrant and represent that you:

- will not provide your AVAssist log on credentials (if required) to any third party;
- will not attempt to resupply or commercialise AVAssist;
- will not use AVAssist in a way that breaches these terms of use, any laws or infringes any rights of third parties;
- will not interfere with anyone else's use of AVAssist; and
- will not copy, scrape or reproduce content from AVAssist including information about third parties without their consent.

## Mobile Security

Smartphones or other mobile devices which do not have the manufacturer's operating system installed on them, or that have been modified in a manner not authorised by the manufacturer, are untrusted mobile devices.

If you use an untrusted mobile device to access AVAssist or you have installed applications on your mobile device (other than those available from the manufacturer's store), We will not be liable to You for any loss in quality of the AVAssist service or any other type of loss you sustain.

## Our Warranties and Limitation of Liability

Except for any express warranties set out in these terms and any term implied by law (that cannot be excluded) and Your rights under statutory guarantees provided under the consumer protection laws, We provide no warranties or guarantees to You (including in relation to the performance or availability of AVAssist).

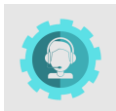
While we use due care and skill in relation to the provision of AVAssist, neither We nor Our related bodies corporate warrant or guarantee that AVAssist will be continuously available, free from errors or omissions or provided to You within a particular time, or that we will be able to solve every problem you have with your equipment.

When we assist you with your AV problems, we assume that your equipment has been properly maintained and is in a safe condition. If you believe that your equipment may have a fault that renders it dangerous for you to troubleshoot it with our assistance, you must tell us immediately. We do not accept liability for loss, damage or injury arising out of unsafe equipment.

If we fail to comply with a statutory guarantee (if it applies) or any term of this agreement, then we limit our liability for that failure (where it is fair and reasonable to do so in respect of a statutory guarantee) to either supplying AVAssist again, free of charge to You or paying You the cost of having AVAssist supplied again. If it is not fair and reasonable to limit our statutory liability in such a fashion, then our maximum aggregate liability for a breach of statutory guarantee arising out of our provision of the Service is \$1,000.

We are not liable for any loss to the extent that it was caused by you (for example, through your negligence or breach of contract). You are not liable for any loss to the extent it was caused by us.

Neither party will be liable to the other for consequential loss. Consequential loss means loss that is suffered or incurred by a party as a result of a fact, matter or



circumstance which does not arise naturally (that is, according to the usual course of things) from the fact, matter or circumstance giving rise to the loss, and expressly includes loss of revenue, loss of profits, loss of anticipated savings or business, pure economic loss, loss of data, loss of value of equipment (other than cost of repair), loss of opportunity or expectation loss even if any of that loss arises naturally (according to the usual course of things) from the fact, matter or circumstance giving rise to the Loss and any penalties imposed by a Government Agency.

## We may change the AVAssist service and these terms

Even if we have an existing support agreement with you, you agree that this term applies notwithstanding any other term of the agreement.

### *Changes to the AVAssist service*

We constantly seek to improve the AVAssist service, both in terms of the technology we use, and the way our tech team provide help and advice. We therefore reserve the right to change or modify the AVAssist service, or any part of it. Changes to the AVAssist app will be notified through the release notes in your app store. All other changes to the AVAssist service will be notified by email to the account owner. If you no longer wish to use the modified AVAssist service, then you may cancel your subscription and your support will terminate at the end of your current subscription period. If the change will have a material detrimental effect to the majority of our customers, you may cancel your subscription and receive a pro-rata refund of your subscription fee depending on the amount of included AVAssist support minutes consumed.

### *Changes to these terms*

We may change these terms of use by publishing an updated version on our website and sending the account owner an email notification. Your continued use of AVAssist following any change will indicate your acceptance of the change.

If a change is required by law, or is necessary for technical or security reasons, we will try and give you 3 days prior notice of the change. Otherwise we will give you 10 days' notice of the change. If the change in terms results in a material detrimental effect to the majority of our customers, you may cancel your subscription and receive a pro-rata refund of your subscription fee depending on the amount of included AVAssist support minutes consumed.

## Enterprise customers

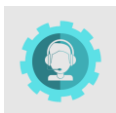
### *Establishing an Enterprise account*

Enterprise customers may purchase a subscription with a defined number of AVAssist support minutes that are shared amongst their specified authorised users. You may purchase the AVAssist service in conjunction with AV equipment and managed services from Citadel, or as a stand-alone service.

Enterprise customers must nominate one or more account owners who will authorise changes to their enterprise's account, including adding and removing authorised users. You agree that we may rely upon the instructions we receive (or appear to receive) from the account owners notified to us and that it is your responsibility to keep these details up to date.

### *Adding and removing authorised users*

Enterprise customers, via the account owner, may add new authorised users to their account at any time by emailing [support@avassist.com.au](mailto:support@avassist.com.au). Once we confirm that the new user has been added, AVAssist support will be immediately available to them. You will be billed for the full monthly fee for each additional user irrespective of the date in the subscription month when they join.



Enterprise customers may also reduce the number of authorised users by emailing [support@avassist.com.au](mailto:support@avassist.com.au). The change will take effect from the end of the relevant subscription month, and the number of available AVAssist Support minutes will be reduced proportionately.

If we change these terms, then we will notify the account owner using the email address details we have on file. If you do not terminate your AV Assist subscription within the 10 day notice period, you will be deemed to have accepted the revised terms.

## General

*Choice of law and jurisdiction* - These terms and conditions, and your use of the AVAssist service are governed by the laws in force in the State of Victoria, Australia.

If you are resident in Australia, then you agree that the Courts of the State of Victoria will have non-exclusive jurisdiction to hear any dispute, controversy or claim arising out of these terms or the AVAssist Service.

If you are resident outside Australia, then you agree that any dispute, controversy or claim arising out of, relating to or in connection with this contract, including any questions regarding its existence, validity or termination, shall be resolved by arbitration in accordance with the ACICA Expedited Arbitration Rules. The seat of arbitration shall be Melbourne, Australia. The language of the arbitration shall be English.

*Notices* – You agree that we may give any notice required to be given under these terms to you by email at the last email address for the account owner that you have given us. You may only give us notices using the email addresses set out in these terms.

*Entire Agreement* – Subject to the provisions of the clause headed ‘Enterprise Customers’, these terms constitute the entire understanding between the parties; and in good faith supersedes all previous agreements, understandings, commitments, representations and warranties, whether written or verbal, in relation to its subject matter.

## Defined terms

**Month** means a calendar month.

**We, us** means Citadel Technology Solutions Pty Ltd, a subsidiary of the Citadel Group Limited.

**You** means the person who has downloaded the App, or if they have downloaded the App pursuant to an agreement between us and a relevant Enterprise, then it refers to that organisation.

