

## **Programmed GO Terms of Use**

These terms govern your use of Programmed GO (GO), an application created and maintained by Programmed Maintenance Services Limited and its Related Bodies Corporate (as that term is defined in the Corporations Act 2001 (Cth)) (collectively PROGRAMMED). By registering for or accessing GO, you are taken to agree to these terms and a binding agreement is formed between PROGRAMMED and you incorporating these terms.

### **1. Accessing GO**

- a) You may only use GO for your own personal use.
- b) Accessing GO does not make you the owner of any intellectual property rights in them. PROGRAMMED and its licensors retain ownership of all intellectual property rights (including copyright) in all GO services and products at all times.
- c) These terms are between PROGRAMMED and you and not Apple Inc, Google Play or any other store in which this application may be purchased or acquired (as the case may be).
- d) You are given a non-exclusive, revocable, non-transferable licence to use GO on your Android Device or Apple Device or Web Browser in accordance with these terms and subject to the Terms of Services and Policies applicable to your use of Google Play or Apple Usage Rules in the Apple Store Terms of Service or any other applicable terms.
- e) PROGRAMMED reserves the right at any time to modify or discontinue, temporarily or permanently, your access to or use of GO or any of your logins or passwords with or without notice.

### **2. General Restrictions**

You must not do or attempt any of the following:

- a) use GO for any purpose other than those purposes for which PROGRAMMED has provided GO;
- b) broadcast, put online, rent, lease, lend, sell, redistribute, adapt, transpose, release, sublicense or on-supply any part of GO;
- c) copy, download or otherwise store or record the whole or part of GO (except as required to install it on your device in accordance with its expected use);
- d) circumvent any technical measures put in place by PROGRAMMED designed to prevent improper or unlawful access to GO;
- e) remove, obscure or alter any trade marks or legal notices displayed in or on GO;
- f) damage, disable, overburden or impair GO or PROGRAMMED's website or any networks connected to them;
- g) access GO using any automated process or service (including, but not limited to, a bot or spider);
- h) use GO to post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or private information of any other GO user;
- i) use GO to create or transmit unwanted spam to any person;
- j) take any action that imposes, or may impose in PROGRAMMED's sole discretion an unreasonable or disproportionately large load on our infrastructure;
- k) interfere or attempt to interfere with the proper working of GO or any activities conducted on GO;
- l) bypass any measures PROGRAMMED may use to prevent or restrict access to GO;
- m) advertise to, or solicit, any user to buy or sell any products or services or to use any information obtained from GO in order to contact, advertise to, solicit, or sell to any other user without their prior explicit consent;
- n) engage in data mining, data harvesting, data extracting or other similar activity in relation to GO, or while using GO;
- o) promote or sell content to another person;

- p) intentionally make representations that are misleading or false;
- q) use GO to store, send, distribute or publish any offensive information or unsolicited contact;
- r) log in to GO or register as a user of GO with a log in email address that is used by that is not for your exclusive individual use or which may be accessed by another person;
- s) act fraudulently or maliciously in relation to the GO application or software (including but not limited to, copying, modifying, adversely effecting, reverse engineering, hacking into or inserting malicious codes into the GO application or software;
- t) infringe or violate any applicable laws and regulations.

### **3. Disclaimer and Liability**

- a) You expressly agree that your use of, or inability to use, GO is at your sole risk. You further acknowledge that PROGRAMMED services accessed through the use of GO can be accessed through alternative mediums if GO is not available.
- b) You acknowledge that, to the extent permitted by applicable law, access to GO is provided by PROGRAMMED on an "as is" and "as available" basis and that information in GO does not constitute, and is not intended by PROGRAMMED to be, advice to you. PROGRAMMED and its officers, employees and representatives (including advisors, consultants and agents) do not guarantee, warrant or accept any liability in relation to the accuracy, currency or completeness of any information contained in GO.
- c) To the extent permitted by applicable law, PROGRAMMED, including its officers, directors and employees, excludes all liability to you under these terms, including for incidental, special, indirect or consequential losses, arising out of or related to your access or inability to access GO however caused, regardless of the theory of liability (contract, tort or otherwise) and even if PROGRAMMED has been advised of the possibility of such losses. The foregoing provisions are limited to the extent applicable law does not allow the exclusion or limitation of liability for personal injury.
- d) PROGRAMMED will not be liable for any loss arising from your use of, or reliance on GO, or any interruption, suspension or termination of any features or functionality (including any interruption, suspension or termination of any features or functionality of GO (including any interruptions due to system failures, network attacks or scheduled or unscheduled maintenance).
- e) Where GO provides links to external websites maintained by third parties, PROGRAMMED gives no guarantee or endorsement as to the services operated by those websites.
- f) You hereby indemnify PROGRAMMED and undertake to keep PROGRAMMED indemnified against all and any liabilities, losses, damages, expenses and costs (including legal expenses and amounts paid in settlement of any demand, action or claim) arising, directly or indirectly, out of a breach by you of any of your obligations under these terms or any infringement by you of any of our or our licensors' intellectual property rights.

### **4. Privacy**

You consent to PROGRAMMED collecting, using and disclosing your personal information to the extent reasonably necessary to enable PROGRAMMED to comply with these terms, provide you with access to GO and its features and improve PROGRAMMED services (including, but not limited to, in relation to other PROGRAMMED websites, job matching or job application portals (such as Skilled)). The PROGRAMMED privacy policy is available at [www.programmed.com.au/privacy-policy](http://www.programmed.com.au/privacy-policy).

### **5. Security**

While PROGRAMMED takes reasonable steps to ensure that information provided to us by users via GO is maintained securely, and in accordance with its Privacy Policy, PROGRAMMED accepts no

responsibility for breaches of security or unauthorised access that arise as a result of disclosure by users of their login details, username or password.

You agree to be responsible for maintaining the confidentiality of your passwords or other account identifiers which you choose and all activities that occur under your account. These responsibilities include but are not limited to:

- a) not disclosing your password to any other person;
- b) not recording your password in writing or on anything carried with your device or which is liable to loss or theft at the same time as your device unless you make a reasonable attempt to protect the security of the password;
- c) not allowing any other person to see you entering your password;
- d) not acting with extreme carelessness in failing to protect your password;
- e) not allowing another person to use GO on your device;
- f) not leaving your device unattended while logged into GO;
- g) locking your device when not in use and taking all other reasonable steps necessary to stop unauthorised use of GO on your device; and
- h) being solely responsible for your device or computer's anti-virus and security arrangements to prevent unauthorised access to GO.

Unless permitted by PROGRAMMED in writing, you will not share or provide access to your account, your passwords or other account identifiers with others.

## **6. Moral Rights**

You consent unconditionally and irrevocably, to the fullest extent permitted by law, to any and all acts or omissions of PROGRAMMED in respect of GO which would, but for this agreement, infringe any of your moral rights, as that term is defined in Part IX of the Copyright Act 1968 (Cth) and/or Part 4 of the New Zealand Copyright Act 1994, and agree you will not enforce any moral rights in respect of GO against PROGRAMMED.

## **7. General Legal Terms**

To the extent permitted by law:

- a) PROGRAMMED may vary these terms at any time without notice.
- b) If any provision or part of a provision of these terms is found by any court or administrative body of competent jurisdiction to be void, invalid or unenforceable, these terms will be read down to the extent the provision is void, invalid or unenforceable and all other provisions not affected will remain in full force and effect.
- c) These terms are governed by the laws in force in Victoria, Australia and the parties submit to the non-exclusive jurisdiction of the courts in Victoria, Australia.