

GObookings

Services Agreement General Terms

GObookings Systems Pty Ltd (ACN 093 758 242) (**GObookings, We, Us, Our**) owns the GObookings scheduling and booking management system (**Platform**) which it hosts online through the website at www.gobookings.com (**Website**). GObookings makes the Platform available to users as a service via the internet in accordance with these General Terms.

This document sets out the terms and conditions on which You may access and use the Services provided by GObookings. These General Terms, accompanied by a completed Form constitute the Services Agreement between You and GObookings (**Agreement**). If Your GObookings Services are attached to a third party directory or portal the additional terms of those third party services will also apply. In the event of any inconsistency between GObookings' General Terms and the terms of a third party service, the GObookings General Terms will prevail.

This Agreement is deemed to be entered into, on a joint and several basis, by You and each Admin User authorised by You to access the Admin Portal. You will ensure that each Admin User has been provided with these General Terms, and that each Admin User agrees to and complies with these General Terms. You will also ensure that each End User or any third party authorised by you to use the Platform complies with the GObookings Acceptable Use Policy (**AUP**) before using the Platform.

1. The Services

- 1.1. You appoint GObookings to provide the Services as specified in the Form, in accordance with this Agreement for the Term.
- 1.2. Within 14 days of the commencement of this Agreement, unless otherwise specified in the Form, GObookings will assign You an URL, through which You will be able to access Your GObookings Client Admin Portal (**Admin Portal**).
- 1.3. If You have requested GObookings to customise the Services, we might not be able to provide You with access to Your Admin Portal in the timeframe specified in clause 1.2. Where this is the case, we will agree with You on a timetable for Your access to Your Admin Portal.
- 1.4. GObookings will provide You with login credentials for the Admin Portal. You must keep confidential and secure any passwords or other security credentials supplied to You by GObookings.
- 1.5. GObookings will provide the training and support services specified in the Form to an Admin User nominated by You to assist You to configure the Platform and Your Calendars for Your specific business needs as outlined in the Form (if any), and to administer the Platform via the Admin Portal.
- 1.6. GObookings will use commercially reasonable efforts to maintain the availability of the Services to You. Our uptime target each month is 99.5% which is usually achieved and exceeded, but cannot be guaranteed.
- 1.7. GObookings may update, add, make changes to, or remove certain Services, internal processes, Platform features or functionalities from time to time as it considers appropriate in its sole discretion.

2. Licence to Use the GObookings Platform

- 2.1. GObookings grants You a non-exclusive, worldwide, non-transferrable licence to access and use the Platform via the Admin Portal in accordance with the terms of this Agreement during the Term, for Your internal business purposes only.
- 2.2. Only the Admin Users identified in the Form may access the Admin Portal, providing that You may change, add or remove Admin Users in the 'Subscription Details' section of the Admin Portal. The Admin Portal must not be used at any time by more than the number of concurrent Admin Users specified in the Form.

3. **Payment Terms**

- 3.1. GObookings charges You monthly Subscription Fees based the number of Calendars You have listed, whether they are active or inactive. You will manage Your own requirements in relation to Your Calendars, and You can add or delete Calendars as You require them.
- 3.2. GObookings also charges fees for certain services which You may use from time to time on an adhoc basis (**Service Fees**). These include, for example, connection and setup fees, training fees, consulting fees and development, customisation and styling fees. You can view our schedule of fees and charges that will apply to the Services in the 'Subscription Details' section of Your Admin Portal.
- 3.3. Certain Services, including optional services such as File Upload functionality, SMS notification and reminder services may require You to pay additional fees, or to purchase credits in advance (**Additional Charges**). The terms of any such additional services, and payment for them, will be provided in the Form or agreed separately in writing with GObookings. If the Multiple Bookings option is turned on for an individual Calendar, then a charge per booking may apply to bookings made with that Calendar. The charge is shown in the 'Subscription Details' section of Your Admin Portal, or alternatively will be supplied by email.
- 3.4. You agree to pay all relevant Fees and Charges in return for the Services. Unless otherwise agreed in writing with GObookings, You must pay the Subscription Fees monthly in advance, and any Additional Charges You incur for Your use of the Services monthly in arrears.
- 3.5. Unless a separate Enterprise Licensor Agreement Letter or schedule outlining payment procedures applies:
 - 3.5.1. GObookings will issue You with a monthly invoice for the Fees and Charges. Payment of the invoice amount is due 14 days from the date of the invoice. (**Due Date**).
 - 3.5.2. You must provide Your credit card information to GObookings for payment of Fees and Charges GObookings may take commercially reasonable actions to validate Your credit card and collect all payments due.
 - 3.5.3. You authorize GObookings to debit the Fees and Charges payable under this Agreement from Your credit card automatically on the Due Date. You will complete any additional authorizations requested by GObookings to enable this arrangement. GObookings will email You with an invoice for the Fees and Charges made to Your credit card.
- 3.6. GObookings may, in its discretion, vary components of the Fees and Charges by giving You at least 30 days notice in writing. You acknowledge and agree that if GObookings registers what it considers to be exceptional server resource loads or support relating to Your subscription, then GObookings may require an increase in Subscription Fees for Your continued use of the Platform in accordance with this clause.

- 3.7. If, for any reason, GObookings is unable to charge valid charges to Your credit card using the payment details You provided, or does not receive payment of the Fees and Charges in full (without deduction or setoff) within fourteen days of the Due Date, GObookings may, in its discretion, do all or any of the following:
 - 3.7.1. Suspend or cancel Your subscription;
 - 3.7.2. Suspend or cancel one or more of Your Calendars;
 - 3.7.3. Suspend or cancel Your access to the Services; and
 - 3.7.4. Cancel any discount, special pricing, promotional offers, priority ranking or similar benefits offered to You by GObookings.
 - 3.7.5. Unless indicated otherwise, the Fees and Charges are exclusive of GST and other applicable taxes, which must be paid by You.

4. Use of the Platform

- 4.1. You are responsible for providing Your own internal facilities (including if applicable, terminal, server, software, SQL database licenses, modem and telecommunications facilities or services) necessary for accessing Platform. GObookings accepts no responsibility for any deficiency in Your internal access facilities or services.
- 4.2. You agree to take reasonable steps, including implementing reasonable security measures to ensure that no unauthorised person gains access to the Platform, including via the Admin Portal and there is no unauthorised use of the Services.
- 4.3. You are responsible for any and all activity that occurs on the Platform accessed under Your URL, including via the Admin Portal. You agree that Your use of the Services, including Your access to the Platform, Admin Portal, Calendars and Website will be for lawful purposes only and will comply with the AUP. You further agree that You will not use the Services breach any law, or to:
 - 4.3.1. post or transmit any material which violates or infringes in any way upon the rights of others, which is unlawful, fraudulent, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, hateful, or racially or ethnically or otherwise objectionable;
 - 4.3.2. encourage conduct that is criminal, would give rise to civil liability or would otherwise violate any law;
 - 4.3.3. impersonate a person or entity or falsely state Your affiliation with a person or entity;
 - 4.3.4. upload, post, transmit or otherwise make available any content that infringes the rights of another party including but not limited to trademark, copyright and other intellectual property rights;
 - 4.3.5. transmit or otherwise make available any material that contains software viruses or any other computer code or files designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or
 - 4.3.6. assist with the development of a competitive or replacement scheduling booking system.
- 4.4. You and not GObookings is responsible for all End Users' use of the Platform which must be in accordance with the AUP. Any disputes between You and an End User must be addressed between You and the End User. You should treat a booking via the Platform as merely a request in respect of a particular Calendar. GObookings will send a system generated email to confirm the booking. There is no guarantee that an End User will

accept, be available for, or attend a booking, or follow through to complete a booking obligation for an item or person. GObookings does not accept, and excludes to the full extent permitted by law, any responsibility for:

- 4.4.1. any booking or payment disputed by an End User;
 - 4.4.2. any claims resulting from fraudulent use of the Platform;
 - 4.4.3. any breach of an agreement or offer between You and a third party;
 - 4.4.4. any booking and/or payment obligation which was not fulfilled by You or an End user; or
 - 4.4.5. any bookings which may, through known or unknown reasons, overlap either partially or fully with any other booking.
- 4.5. You agree, and will ensure that each Admin User agrees to promptly notify GObookings of any complaints received by You from any person relating to the Services particularly any complaints relating to use or disclosure of personal information or complaints of any nature relating to email delivery.
- 4.6. You agree You will not use GObookings name, trade marks, links or products on non-permission based e-mails or pop-up internet advertisements. Sending unsolicited spam e-mails with a GObookings link attached may result in us terminating Your subscription.

5. **Your Data**

- 5.1. GObookings will deploy and maintain appropriate security systems and technologies intended to protect against unauthorised access, modification or disclosure of Your Data, and against misuse, interference, loss or corruption of Your Data.
- 5.2. It is Your responsibility to have appropriate back-up processes in place to protect against unexpected data corruption or loss. We strongly recommend You regularly export Your data from the Platform to your own systems to protect against any data loss caused by system or hardware failure.
- 5.3. If You delete Your Data, deliberately or accidentally, GObookings may not be able to retrieve it and it may be lost permanently depending on when the server auto-purges the data from the system.
- 5.4. GObookings will hold Your Data for a period of 12 months or longer at our discretion. You should contact us if You require permanent deletion of some or all of Your Data periodically, and we will assist You with this.
- 5.5. You will ensure that Your Data, and any information You upload to the Platform, including Your subscription details, is accurate and up to date, and remains accurate and up to date.
- 5.6. You warrant that Your Data does not infringe the copyright or other rights of any third party.
- 5.7. GObookings acknowledges that Your Data will remain Your property. You grant GObookings an irrevocable licence to use and access Your Data for the purpose of providing the Services during the Term.
- 5.8. You agree that GObookings may use Your business name and logo for its promotion and marketing purposes. You grant GObookings an irrevocable licence to use such content in this way, providing that GObookings does not use Your business name and logo for promotion or marketing purposes in a way which would clearly detract from Your good name and reputation.

6. **APIs**

6.1. For an Additional Charge, GObookings will make its APIs available to You for the purpose of facilitating the integration of the GObookings Platform with your own systems. GObookings will appoint an approved developer to assist You with this integration. As the APIs interact with your systems and coding, which is outside our control, Your use of GObookings API's is at Your own risk. GObookings cannot guarantee the outcome of connecting with GObookings API's nor can we guarantee they will work correctly.

7. **Ownership of Intellectual Property**

7.1. All Intellectual Property Rights in the materials comprising the Services, including all GObookings software, platforms, APIs and methodologies used in providing or incorporated into the Services or the Website, remain vested in GObookings.

7.2. In this Agreement, **Intellectual Property Rights** means all intellectual property rights throughout the world, including rights in relation to any copyright (including under the Copyright Act 1968 (Cth)), patents, inventions, designs, trademarks, domain names, trade secrets, know-how, and all other intellectual property as defined in Article 2 of the convention establishing the World Intellectual Property Organisation 1967 (whether registered or unregistered), and any application or right to apply for registration of any of those rights.

7.3. You agree, and will procure that any Admin User or End User agrees not to copy, alter, modify, reproduce or distribute any part of the materials comprising the Services, unless as expressly permitted under this Agreement.

7.4. You must not use, and You agree to procure that any Admin User does not use, any GObookings logo or trade mark (other than as specifically authorised under this Agreement and in materials, specifically approved by GObookings) without the prior written consent of GObookings.

7.5. The Platform, including any system generated emails will be branded with a small 'Powered by GObookings' image linked to the Website. You agree that You will not remove or alter this image, nor any copyright or other proprietary notices which appear on the Platform, Admin Portal, Website, or any other GObookings materials.

7.6. You acknowledge that You have no right to access the software code, including the object code, intermediate code and source code of the Platform, either during or after the Term of this Agreement.

8. **Modifications**

8.1. You can ask GObookings to change or modify aspects of the Platform used by You, including its features or functionality. GObookings is not obliged to comply with any such request and any work done will be subject to GObookings' standard development and modification terms and conditions as they exist from time to time.

8.2. GObookings may charge a development fee for any modifications it makes to the Platform on Your request.

8.3. All Intellectual Property Rights in any modifications to the Platform including any changes, developments or enhancements suggested or requested by You, including those You may have contributed to during the definition, design, development or testing phases, will be owned by the GObookings, irrespective of whether You have paid or not paid a development fee. You agree that GObookings may incorporate any modifications suggested or requested by You in the services it provides to other GObookings customers.

8.4. You agree that You will not use information gained from the exchange of ideas in relation to the Platform, including the development of its features and functionalities, to build Your own scheduling system, nor share that information with any competitor of GObookings in Australia and New Zealand.

9. **Third Party Content**

9.1. The GObookings Platform or Website may contain information and advertising from third parties and links to third party websites (**3rd Party Content**). GObookings accepts no responsibility for 3rd Party Content. You acknowledge and agree that GObookings is not liable for any loss or damage which may be incurred by You as a result of the availability of 3rd Party Content, or as a result of Your reliance on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, third party websites or resources.

9.2. GObookings does not endorse any of the goods or services that are promoted, visible, accessible or transacted through the Platform.

10. **Disclaimers, exclusions and limitations**

10.1. You agree that Your access to and use of the services is at Your own discretion and Your own risk. The Services are provided 'as is' and 'as available.' To the extent permitted by law, neither GObookings nor any of its affiliates, employees, representatives or agents make any representation or warranty about the Services in respect of its accuracy, reliability, fitness for purpose or non-infringement.

10.2. You acknowledge that there are certain risks inherent in using the internet and electronic communications generally, which are out of GObookings' control and for which GObookings is not responsible. GObookings does not guarantee that its provision of the Services will be free of delays, uninterrupted, error free or free of viruses or bugs. GObookings accepts no responsibility or liability for any loss or damage that You may incur, including any damage to software or hardware, delivery failures, system malfunction, or loss of data, arising from Your use of or access to the Services.

10.3. Some jurisdictions do not allow the exclusion of certain warranties or conditions or the limitation or exclusion of liability for loss or damage caused by negligence, breach of contract or breach of implied terms, or incidental or consequential damages. Nothing in the Agreement excludes or limits GObookings' liability that may not be lawfully excluded or limited by applicable law. Accordingly, only the limitations that are lawful in Your jurisdiction apply to You and GObookings' liability is limited to the maximum extent permitted by law.

10.4. GObookings excludes, to the maximum extent permitted by law, all direct and indirect liability that may arise as a result of Your use of or access to the Services under this Agreement, however arising under any theory of liability, including negligence.

10.5. GObookings excludes, to the maximum extent permitted by law all implied rights, remedies, guarantees, conditions and warranties of or in favour of You or a third party in respect of goods and services related to Your use of the Services and in particular, if any term, condition or warranty is implied into this Agreement and cannot be excluded, then warranty will be limited as determined by GObookings in its sole discretion to:

10.5.1. in the case of goods, any one or more of the replacement of the goods or the supply of equivalent goods or the payment of the cost of replacing the goods or of acquiring equivalent goods; and

- 10.5.2. in the case of services, the supplying of the services again (directly or indirectly) or the payment of the actual cost of having the services supplied again.
- 10.6. You warrant and represent that You have not relied on any term, undertaking, inducement or representation made by, or on behalf of, GObookings which has not been expressly stated in this Agreement.
- 10.7. GObookings limits its aggregate liability under or in connection with the Agreement and the Services to the lesser of:
- 10.7.1. The Fees and Charges actually paid under this Agreement during the most recent 3 consecutive calendar months prior to the relevant claim being made; or
- 10.7.2. The average of the Fees and Charges paid under this Agreement during the most recent 12 consecutive calendar months prior to the relevant claim being made, multiplied by 3.
- 10.8. You agree that the provisions of clauses 10 and 11 apply equally to You and to each Admin User.

11. Indemnity

- 11.1. You agree to indemnify GObookings and its affiliates, employees, agents, representatives and third party service providers against any claims or liabilities of any nature arising out of or in connection with Your breach of this Agreement, or Your access to and use of Services, including from:
- 11.1.1. any outdated or inaccurate content published on the Website;
- 11.1.2. any claims in relation to content published by You on the Platform;
- 11.1.3. any claim, damage or loss resulting from integration of the Platform with Your own systems;
- 11.1.4. and any fines, damages or loss that result from Your use of the Services;
- 11.1.5. any non-compliance with laws and regulation, including regarding the collection of personal information.

12. Privacy

- 12.1. Any personal information (including sensitive information) You provide to GObookings will be treated in accordance with [GObookings' Privacy Policy](#). You agree to GObookings collecting and using Your personal information and that of Your Admin Users and any staff as well as information relating to End Users, in accordance with the terms of GObookings' Privacy Policy.
- 12.2. You will ensure that each Admin User has been notified of GObookings' practices and policies relating to the collection, use and storage of personal data.
- 12.3. You and each Admin User must comply with all applicable privacy and information laws and regulations so far as they relate to the Your collection of personal, and sensitive information via the GObookings Platform. You warrant that You have made and will make all necessary disclosures, and have obtained and will obtain any necessary consents from individuals in relation to personal information which You collect and disclose to GObookings.
- 12.4. You unconditionally indemnify GObookings for Your or an Admin User's non-compliance with this provision.
- 12.5. You agree to notify GObookings immediately in the event of a potential or actual data breach or complaint concerning an End User's personal information.

13. Confidentiality

- 13.1. Each party must keep the other party's Confidential Information (including the terms of this Agreement) confidential, and neither party will disclose or allow any written or electronically recorded Confidential Information to be copied other than for the purposes of this Agreement, as the other party expressly agrees or as required by law.

14. Termination

- 14.1. This Agreement will commence on the date You submit a valid and complete Form requesting registration with GObookings, and will continue until it is terminated by either party in accordance with this clause.

14.2. Termination by You:

14.2.1. You may terminate this Agreement at any time using the 'Cancel' feature in Your Admin Portal.

14.2.2. GObookings will issue You with a final invoice for any Fees and Charges which remain outstanding within 5 days of You cancelling Your subscription. GObookings will not be obliged to provide You with any refund or credit of or in relation to Fees and Charges paid prior to the date of termination under this clause.

14.2.3. Prior to cancelling Your GObookings subscription, we strongly recommend You export any data stored by You on the Platform. GObookings is entitled to permanently delete all data located in the GObookings Platform in connection with Your subscription and Your use of the Services within 30 days of You cancelling Your subscription.

14.3. Termination by Us:

14.3.1. GObookings may in its absolute discretion terminate the Agreement at any time by giving 30 days notice in writing. In the event of termination pursuant to this sub-clause 14.3.1 only, GObookings will provide a refund of any pre-paid Fees and Charges for which Services will not be provided. GObookings is not obliged to provide a refund of any Fees and Charges in respect of Services it has provided to You, including any setup or connection fees.

14.3.2. GObookings may, on giving notice to You in writing, immediately terminate this Agreement or suspend the Services provided under it in the event that:

14.3.2.1. You commit a breach of a material Term of this Agreement, and that breach is not remedied within 14 days of GObookings notifying You of the breach;

14.3.2.2. You suffer any form of Insolvency; or

14.3.2.3. GObookings determines in its sole and exclusive judgment that terminating Your use of the Services is necessary for security reasons or to preserve the proper continued operation of the Platform.

14.3.3. GObookings will not be obliged to provide You with any refund or credit of or in relation to Fees paid prior to the date of any notice under this clause.

14.3.4. Upon termination of this Agreement, all rights granted to You will terminate immediately. GObookings reserves the right to delete any data files associated with Your use of the System upon termination of this Agreement by giving You reasonable notice.

15. Payment Gateways

- 15.1. GObookings provides optional services to enable You to take payment from an End User when they make a booking using an authorised Payment Gateway. You will need to seek approval from GObookings, the Payment Gateway Provider and Your

Acquiring Bank to use these services. Approval is at the sole discretion of each of GObookings, the Payment Gateway Provider and the Acquiring Bank, and may not be granted. The Payment Gateway services are provided as a renewable annual service. Following the expiration of the first year, the Payment Gateway services can be terminated by either party upon 90 days' written notice to the other party.

15.2. GObookings will charge an annual Payment Gateway fee for the Payment Gateway services. In addition a Transaction fee will be charged by GObookings for each Transaction and will be payable by the End User for the ecommerce services provided. The Acquiring Bank will also charge the End User directly for other fees relating to the ecommerce payment process.

15.3. Neither GObookings or the Payment Gateway Provider will be responsible for any loss or damage to You, Your clients or customers, or any third party as a result of, caused by or arising out of:

15.3.1. any act or omission of an Acquiring Bank including, without limitation, the rejection by an Acquiring Bank of a Transaction.

15.3.2. any error or delay in the deposit or crediting of the proceeds of approved Transactions to Your nominated account, where such error or delay is as a result of, caused by or arising out of:

15.3.2.1. the acts or omissions of an Acquiring Bank; or

15.3.2.2. the Payment Gateway network or the use of it, including but not limited to, any failure, error or breakdown of any equipment or software utilised in the Payment Gateway network.

15.4. To use the GObookings Payment Gateway services, You will need to read, understand and accept the Payment Gateway Provider's terms and conditions.

16. General

16.1. **Subcontractors** – You acknowledge and agree that GObookings may engage subcontractors or individuals on a consultancy basis to assist in the provision of the Services.

16.2. **Inconsistency** – If there is any inconsistency between any of the documents that comprise this Agreement, the order of priority for the purposes of construction is as follows (where the provisions of the Form prevail over the other documents to the extent of the inconsistency, and so on):

16.2.1. the Form;

16.2.2. these T&Cs;

16.2.3. any other document referenced or comprised in the Agreement.

16.3. **Notice** – Notice may be given by email. You agree that GObookings may give notice by sending an email to the address provided by You as part of the sign-up or account set-up process, or as later notified by You. You are responsible for ensuring the email address You have provided to GObookings is a current and monitored email account. You may send notices to GObookings at accounts@gobookings.com.

16.4. **Entire Agreement** – Except as otherwise agreed in writing, this Agreement forms the entire agreement between the parties and supersedes any prior agreement covering the same subject matter and any prior written or oral representations.

16.5. **Force Majeure**

16.5.1. A party to this Agreement is not liable for any delay or failure to perform its obligations pursuant to the Agreement if such delay is due to Force Majeure. In this

Agreement, "Force Majeure" means a circumstance beyond the reasonable control of the non-performing party.

16.5.2. If any delay or failure of a party to perform its obligations is caused by Force Majeure, the performance of that party's obligations will be suspended for the period of the delay.

16.5.3. If a delay or failure by a party to perform its obligations due to Force Majeure exceeds 60 days, any party may immediately terminate the Agreement upon notice in writing to the other parties.

16.5.4. Nothing in this Clause 16.5 applies to an obligation to pay money.

16.6. **Amendments** – GObookings may amend this Agreement or these General Terms, or impose new General Terms (including adding fees and charges for the Services) from time to time. Any changes will be effective immediately upon GObookings giving notice, which may be by any means, including posting on the Website or by email. GObookings will treat Your continued use of the Services or the Website as acceptance of the General Terms as amended.

16.7. **Severability** – If any part of these General Terms is found by a court of competent jurisdiction to be illegal, void or unenforceable, that part is taken to be deleted from the General Terms and will not affect enforceability of the remaining provisions, unless the deletion would change what GObookings intends to be the effect of the General Terms.

16.8. **No Waiver** – The failure or neglect by GObookings to enforce any of its rights under this Agreement will not be deemed to be a waiver of those rights.

16.9. **Further Assurances** – Each party agrees to do all things reasonably necessary, and ensure its employees or agents do all things reasonably necessary to give full effect to this Agreement.

16.10. **Relationship** – Nothing in this Agreement creates a relationship of partnership, joint venture, agency, or employment between the parties.

16.11. **Governing Law** – This Agreement is governed by and construed in accordance with the laws of the State of New South Wales and the parties submit to the non-exclusive jurisdiction of the Courts of New South Wales.

17. Definitions

17.1. In this agreement:

- **Acquiring Bank** means the bank with whom a Customer has established from time to time an account in order to process payments using the Payment Gateway services.
- **Admin Portal** means an online portal made available to You and each Admin User by GObookings, to enable the Admin User to access the Services and to manage among other things Your subscription details and Calendars, and access other digital services provided by GObookings.
- **Admin User** means a person identified as an Admin User in a form, who is authorised by You to access the Admin Portal for the purpose of administering and managing the Platform.
- **APIs** means Application Program Interface, comprising the protocols, tools, methods, standards and programming instructions, including web service methods provided by GObookings that can be used for building software to integrate Your application with a GObookings System through the standard Simple Object Access Protocol.

- **AUP** means GObookings' Acceptable Use Policy set out in the Schedule to this Agreement.
- **Calendar** means the bookings calendar through which an Admin User publishes available appointments and which is able to record appointments requested by End Users via the Platform.
- **Confidential Information** means all trade secrets, ideas, know-how, concepts, methods of working, management, operations, procedures, financial and business information whether in writing or otherwise relating to the parties, but does not include information that is in the public domain for reasons other than unauthorised disclosure.
- **End User** means an individual authorised by You to use the Platform to request, schedule, cancel, delete or otherwise or manage bookings in Your Calendars.
- **Fees and Charges** means the Subscription Fees together with any Service Fees or Additional Charges.
- **Form** means the online registration pages or other GObookings registration forms or agreement You complete in signing up for the Services, together with the information provided in them, and also includes any GObookings form submitted by an Admin User requesting services from GObookings, and any variation to the Form agreed by GObookings.
- **Insolvency** means You are, or are at risk of being unable to pay Your debts as they become due, and includes any form of bankruptcy or administration,
- **Payment Gateway** means a Payment Gateway network, comprising internet, telephone, wireless and batch processed and periodic payment systems provided by a Payment Gateway Provider for use on the GObookings system, to process and transfer account and credit card information to an Acquiring Bank, and to credit the proceeds of approved Transactions to a user's nominated bank account.
- **Payment Gateway Provider** means a provider of a Payment Gateway, nominated by GObookings from time to time.
- **Platform** means the GObookings online booking system, and any related platforms operated by GObookings.
- **Services** means the provision of the GObookings online appointment booking software developed and hosted by GObookings, which is accessible via a URL assigned to You, and related services provided by GObookings through the Platform, as described in the Form.
- **Subscription Fees** means the monthly payments required to be made by You to GObookings for Your access to and use of the Services.
- **Term** means that period from commencement of the initial term of the Agreement until termination or expiry of the Agreement in accordance with clause 14.
- **Transaction** means a request by a user made via the Payment Gateway network in accordance with this Agreement for payment (which may be declined or approved), and which request has been transmitted or has been attempted to be transmitted by a Payment Gateway Provider to an Acquiring Bank via the Payment Gateway network.
- **You** means the person or entity entering into this Agreement, and includes Your employees, agents and representatives.

17.1.1. **Your Data** means any details, content, images, data or information submitted, uploaded or stored by You, an Admin User or End User using the Platform.

Schedule

GObookings Acceptable Use Policy

Use of the Services is subject to this Acceptable Use Policy (**AUP**).

If not defined here, capitalised terms have the meaning stated in the Agreement between GObookings You, or other authorised user (“You”) and GObookings.

You agree not to, and not to allow third-parties or Your End Users, to use the Services:

- to generate or facilitate unsolicited commercial email including bulk email;
- to violate, or encourage the violation of, the legal rights of others;
- for any unlawful, invasive, infringing, defamatory or fraudulent purpose;
- to intentionally distribute viruses, worms, Trojan horses, corrupted files, hoaxes or other items of a destructive or deceptive nature;
- to interfere with the use of the Services, or the equipment used to provide the Services, by customers, authorised resellers or other authorised users;
- to alter, disable, interfere with or circumvent any aspect of the Services;
- to test or reverse-engineer the Services in order to find limitations, vulnerabilities or evade filtering capabilities;
- to use the Services, or a component of the Services, in a manner not authorised by GObookings.

Your failure to comply with the AUP may result in suspension or termination, or both, of the Services pursuant to the Agreement.

01 February 2016