

StrataVote User Terms



Stratasaurus Pty Ltd trading as StrataVote (**StrataVote**) owns and operates stratavote.com (**Website**) and the StrataVote online voting platform (**Software**). Access to and use of Website and Software are subject to the following terms. By continuing to use and access the Website and Software, you acknowledge your intention to be bound by these User Terms, and that a binding and enforceable contract will be created between you and StrataVote. If you do not agree to these User Terms, you must not access or use the Website or Software.

Amendments to User Terms

StrataVote reserves the right to amend these User Terms from time-to-time. Amendments will be effective immediately upon notification on the Website. Your continued use of the Website and Software after notification, represents an acknowledgment by you to be bound by these User Terms.

Software Subscription

Usually the Software is made available to strata management companies or strata corporations who subscribe to the Software and StrataVote's services under a Software as a Service Agreement (**SaaS Agreement**). A subscriber's SaaS Agreement usually encompasses StrataVote's standard SaaS Terms (available at stratavote.com/terms) in conjunction with a SaaS Proposal with terms specific to a subscriber's needs.

Under a SaaS Agreement a subscriber may invite 'Permitted Users' to access the Software on certain terms. Often a subscriber has obligations to support its Permitted Users, and usually any issues that arise in relation to the Software need to be raised with your applicable subscriber in the first instance.

Permitted Users

You may access the Website, provided that you agree to comply with these User Terms. To access the Software, you must be a 'Permitted User' invited by a subscriber. There are two types of Permitted Users:

- *Administrative and meeting management users:*
These users will usually be employees or contractors of the subscriber who carry out strata manager roles, are a strata officeholder (i.e. chairperson, secretary or treasurer) or returning officer.
- *Voting users:*
These users will be owners within the strata corporation or scheme and their nominees (i.e. proxies, attorneys) or other persons entitled to attend strata meetings.

If you are not a Permitted User, you must not access or attempt to access the Software.

Access to the Website and Software

Access to this Website is permitted on a temporary basis. StrataVote reserves the right to withdraw or amend the Website or Software without notice to you. StrataVote will not be liable if for any reason the Website or Software is unavailable at any time or for any period.

StrataVote will endeavour to minimise disruption to the Website and Software by scheduling non-urgent maintenance and upgrades outside of 7am to 10pm Australian Central Time. StrataVote does not guarantee that this will always be possible, nor does it guarantee that the Software will have 100% uptime.

From time to time, StrataVote may suspend or restrict access to some parts or all of this Website or Software, including because of the following:

- routine or non-routine maintenance, error correction or changes;
- a denial of service attack or other attack or event that may cause a substantial risk to StrataVote, the Software, a subscriber, user or other third-party if the Software was not suspended;
- a subscriber or user has committed a significant breach of a SaaS Agreement or these User Terms; or
- any unauthorised access to the Software.

To access and use the Website and Software effectively, you must have a working and reliable internet connection and use supported devices and web-browsers. StrataVote does not warrant that the Website or Software will perform appropriately where there is no internet connection or where the internet connection is unreliable or unsupported devices or web-browsers are used.

User obligations

You must:

- keep all usernames and passwords for the Website and Software secure; and
- comply with all applicable laws in connection with its access to and use of the Website and Software and comply with any reasonable policies, directions, guidelines or requirements (including fair use policies) provided by StrataVote in writing.

Fair Use

StrataVote reserves the right to impose any reasonable fair use policies on Users, whether explicitly contained in these User Terms or by later notification on the Website. You are deemed to have accepted these fair use policies as part of these User Terms.

Prohibited Use

You must not:

- use or access the Software if you are not a Permitted User;
- allow users who are not Permitted Users to use or access the Software;
- copy, reverse-engineer or decompile the Website or Software;
- license or purport to sell or commercialise the Website or Software;
- integrate or link the Software with other software, including connecting to the Software's API or automating any user interactions (i.e. using robots/screen scraping) without StrataVote's written consent;
- create derivatives or copies of the Website or Software;
- use the Software to compete with or aid a competitor of StrataVote, including by:
 - inviting a competitor of StrataVote to use the Software;
 - demonstrating the Software to a competitor;
 - describing the Software's functions, features or attributes (whether current or proposed) to a competitor; or
 - disclosing any pricing or contractual terms.
- obscure any information displayed on the Website or Software, re-brand the Website or Software, use the StrataVote brand or do anything that creates, or may create, any impression that you have any ownership, control or distribution rights of or to the Website or Software, without StrataVote's written consent;
- use the Website or Software for any illegal or offensive purpose, or to retrieve, store, manipulate, process, transmit, display or forward any content that is illegal or offensive;
- use the Website or Software to (or cause or allow the Software to), disrupt or to harm (or to attempt to disrupt or to harm) any computer systems or networks of any person or entity;
- use the Website or Software to store or send data in a way that is unrelated to the normal functional usage of the Website or Software; or
- use the Website or Software in such a way that causes a disproportionate load on infrastructure, including by excessively uploading large data files or excessively making requests.

You agree to indemnify StrataVote for all losses sustained by StrataVote because of your non-compliance with this 'prohibited use' clause.

Linked websites

The Website or Software may contain links to third party websites, which are not operated by StrataVote. StrataVote has no control over third party websites and accepts no responsibility for any loss or damage as a result of accessing or using them.

Data and Privacy

The Website and Software may allow you to submit, transfer, upload and store data. You must only submit, transfer, upload or store data that is owned by you or where you have obtained the consent of the owner for use of that data under these terms.

Each user grants a licence for StrataVote to access and use data submitted, transferred, uploaded and stored within or to the Website or Software:

- for the purposes of carrying out the services under an applicable SaaS Agreement;

- for reasonable purposes associated with improving and marketing the Website, Software and services offered by StrataVote, in a minimum and de-identified form;
- to review and improve the performance of the Website and Software; and
- to carry out research and data analysis activities to identify statistics and insights about the demographics and outcomes of the use of the Software (or to provide data to a third-party for such purposes), provided that StrataVote only does so in accordance with its privacy policy and any personal information incorporated with any data is de-identified and in aggregate form.

StrataVote is committed to maintaining privacy of Personal Information and adhering to the *Privacy Act 1988* (Cth) and the APPs. StrataVote has a privacy policy, which can be found at stratavote.com/privacy.

You understand, agree and consent to the collection, use and disclosure of, and your obligations regarding Personal Information under that policy.

Security

StrataVote uses reasonable efforts to keep the Website and Software secure and protect any data from misuse, loss and unauthorised access or disclosure, through the use of security methods such as firewalls, software security layers, restrictive policies and encryption. StrataVote may also from time-to-time offer optional security features, such as two-factor authentication.

While StrataVote uses reasonable efforts to keep the Website, Software and data secure, no method of electronic data transmission or storage is entirely secure. It is impossible to guarantee the security measures will be effective against a determined attacker or malicious insider, and StrataVote does not warrant the absolute security of the Website or Software in such circumstances. As such, StrataVote will not be liable for any loss or damage caused by a denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Website or Software.

StrataVote will notify the relevant subscriber and attempt to notify you (where possible) if it appears there is or has been any unauthorised access or security breach that may put you at risk of loss or damage.

You are responsible for taking steps to maintain your own security, including by appropriately utilising any security measures available, keeping usernames and passwords secure and ensuring hardware and systems are secure and free of viruses and malware.

If you have reason to believe the Website or Software has been subject to a security breach (including any unauthorised use of any usernames or passwords), you must immediately notify StrataVote by email at privacy@stratavote.com.au.

Intellectual Property

All intellectual property and other propriety rights associated with the Website, Software and StrataVote's business are owned or licenced by StrataVote.

These terms do not confer any intellectual property rights on you.

Any ownership or intellectual property rights in your data remain unchanged by these terms.

Documents created by you from the Software may contain intellectual property of StrataVote including but not limited to trademarks, logos, graphics, reports, tables, charts, diagrams, or ideas. StrataVote retains the intellectual property rights in the above described intellectual property but grants you a limited and revocable license to use any such intellectual property contained in documents for reasonable record keeping purposes.

Linking to the Website

You may link to our Website, provided it is done so in a way that is fair and legal and does not damage StrataVote's reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement where none exists.

Disclaimer of liability

Subject to any non-excludable consumer guarantees and other consumer protection provisions set out in the Australian Consumer Law, the material displayed on the Website and Software is provided without any guarantees, conditions or warranties as to its accuracy.

StrataVote is not a legal or professional services firm and does not give legal or professional advice. Guidance and materials on the Website and Software should not be used as a substitute for obtaining your own legal or professional advice.

To the fullest extent permitted by law, StrataVote expressly excludes all warranties and other terms which might otherwise be implied by statute, common law or the law of equity and must not be liable for any damages whatsoever, including but without limitation to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute goods and services, arising out of or related to the use, inability to use, performance or failures of this Website or Software and any materials posted on those sites, irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise.

Indemnity

You agree to indemnify, defend and hold harmless StrataVote, its directors, officers, employees, consultants, agents, and affiliates, from any and all third party claims, liability, damages or costs (including, but not limited to, legal fees) arising from your use of the Website or Software or your breach of these User Terms.

Severance

Where any term in these User Terms is void, illegal or unenforceable for any reason, a court or arbitrator of competent jurisdiction may sever the relevant term or part of the term, leaving the remainder of the terms intact and enforceable.

STRATAVOTE

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