

# Communications and Technology

## Terms and Conditions

Thank you for accessing the BCL Network and BCL Services (each, as defined below). The BCL Network and BCL Services are operated by Barristers' Chambers Limited (**BCL**). By accessing and/or using the BCL Network or BCL Services, you agree to these terms and conditions, which also include our Privacy Policy (available [here](#)) (**Terms**). You should review our Privacy Policy and these terms carefully and immediately cease using the BCL Services and BCL Network if you do not agree to these Terms. BCL may update or amend these Terms from time to time in accordance with clause 21.

In these Terms:

- 'us', 'we' and 'our' means BCL and its related bodies corporate;
- 'you' means the person who has submitted a request for access
- 'authorised user' means any of your clerks, research assistants, receptionists, employees, independent contractors and any other person who you have provided access to the BCL Network and BCL Services; and
- 'publication date' means the date these Terms are first published on the BCL Website as marked in the footer of this document.

**Please read these Terms carefully before continuing registration. By clicking the "I Accept" button, signing these Terms or otherwise accepting these Terms by using or accessing the BCL Services, you acknowledge that you have read, understand and agree to follow and be bound by the terms and conditions of these Terms.**

### 1 What is included in your agreement with BCL?

The following documents comprise your agreement with BCL in respect of the BCL Network and the BCL Services:

- (a) these Terms;
- (b) any requests including online forms and service requests and
- (c) any service level agreement attached to your request or published by BCL from time to time on its website and expressed to be applicable to your service (**SLA**).

### 2 Who is covered by these Terms?

Everyone who uses the BCL Network or BCL Services, whether in chambers or elsewhere and whether using equipment provided by BCL or otherwise, must comply with these Terms.

You have an obligation to ensure your authorised users are aware of and abide by these Terms. For the avoidance of doubt, you are responsible for any breach of these Terms and your authorised users.

### 3 What are the BCL Services?

The **BCL Network** means the local area network, software, hardware, computer networks and other technology (whether owned by BCL or not) used for the provision of, or contained in, the BCL Services.

The **BCL Services** means:

- internet access services;
- email services, including the '@vicbar.com.au' domain and use of Microsoft Exchange Online licences using the vicbar.com.au domain;

- third-party (including SaaS and cloud) applications and services provided by or resold by BCL including Microsoft 365 subscriptions and video conferencing subscriptions
- authorised internal resource access via the BCL Network (eg managed printing);
- fixed-line (including 'voice over IP' and mobility solutions) telephone services (including handsets);
- facsimile lines;
- audio and/or audio/visual conferencing services;
- managed printing services;
- an IT service desk (***BCL Service Desk***); and
- such other services as BCL nominates from time to time as a BCL Service.

The BCL Service Desk is available at 03 9225 8888 or via email at [servicedesk@vicbar.com.au](mailto:servicedesk@vicbar.com.au).

#### **4 Devices**

BCL does not provide end-user computers, mobile phones, or tablets (***Device***). You and each authorised user will be required to bring your own Device in order to access the BCL Network and many of the BCL Services. You remain solely responsible for your Devices and the Devices of your authorised users at all times. The BCL Network does not support the use of third-party network devices, such as routers, switches or wireless access points, and if such a device is detected, you may be asked to remove it. If you need assistance in selecting a suitable Device for use with a BCL Service, contact the BCL Service Desk .

#### **5 Who may access and use the BCL Network and BCL Services?**

In order to access the BCL Network or any BCL Services other than as a 'guest', you are required to submit a request to BCL Service Desk for such services. BCL may accept or reject a request in its sole discretion. You may also access and use BCL's network, internet, software, fixed-line telephone, and/or managed printing services if you are an authorised user and BCL has agreed to provide you with such services.

If on the publication date, you already pay fees for BCL Services, then you shall be deemed to have submitted a request to acquire those BCL Services that are listed on the last BCL invoice paid immediately prior to the publication date, at the price set out therein. Your authorised users will similarly be deemed to be approved by BCL.

You may access and use BCL's email services if you have been issued with an '@vicbar.com.au' account.

Guests and other associates are not permitted to access or use the BCL Network unless authorised by BCL. Guest and associate access will be limited to the guest services BCL elects to make available in its sole discretion, which may be limited in terms of download speed, capacity and by elapsed access time.

#### **6 What are the password and other requirements for the BCL Network?**

All BCL Services require a user ID and a password or other form of authentication. You are responsible for taking the appropriate steps to properly protect and keep confidential your authentication credentials.

All passwords are required to meet the standards applied by the 2019 Victorian Bar Password Policy. That is:

- Minimum number of characters: 10
- Complexity: minimum one of each upper, lower, numerical and special characters
- Expiry: 180 days (every 6 months)
- Reuse: Not within 5 prior passwords.

You are responsible for selecting your password and must:

- change your password when prompted; and
- set a password that is unique from previous passwords. Passwords should not:
  - include numbers or letters in sequences or multiples (such as '1234' or 'bbbb');
  - be names of family, pets, friends, birthdays and other personal information such as addresses and phone numbers;
  - be inserted into email messages or other forms of electronic communication;
  - be shared with anyone; or
  - be written down or stored online.

You must treat all passwords as sensitive, confidential information. You will be held responsible for all actions which occur using your account.

You may be obliged by BCL to periodically reset your password.

If you suspect that your password or access code may have been disclosed or your account compromised, you should change all passwords and report the incident to the BCL Service Desk. Although it is under no obligation to do so, if BCL reasonably believes that your credentials have or may have been compromised, BCL reserves the right to reset, suspend or disable your password or access code. Where reasonably practicable, BCL will notify you before doing so.

BCL may introduce secondary security measures (including multi-factor authentication) which in some circumstances, requires you to use a second form of identification to make changes to your account. BCL will notify you of the introduction of such measures before doing so.

## **7 What can I access using the BCL Network?**

You may only access and use those BCL Services to which you have been granted access to pursuant to your request with BCL Service Desk.

You should not assume that, because you may technically be able to access or use a BCL Service, you are authorised to do so. If you are unsure about whether you may access any particular BCL Service, you should contact the BCL Service Desk.

If you would like access to BCL Services, or to add an additional BCL Service to those you currently receive, please contact the BCL Service Desk.

## 8 What are the conditions of accessing the BCL Network? Is there anything I must not do?

In addition to these Terms, you must also comply with:

- all reasonable directions of BCL from time to time;
- all applicable legal (including contractual) and professional or ethical obligations; and
- all applicable BCL policies and procedures

You must not use the BCL Network or BCL Services for any illegal or inappropriate purpose and you must comply with all applicable laws including those that apply to the access and use of a computer system or data contained in, or accessed through, a computer system. Some specific prohibitions are listed below. This list is not exhaustive. You must always use your common sense and best judgment in deciding whether a particular activity is appropriate.

You must not use any part of the BCL Network or BCL Services:

- to gain access to, download, save, store or transmit illegal content;
- for the creation, storage or dissemination of destructive computer programs (eg, viruses or self-replicating codes);
- in any way that damages or interferes (or threatens to damage or interfere with) the performance and/or operation of the BCL Network or a BCL Service;
- in such a way that adversely affects (or might, if known to others, adversely affect) the reputation or professional standing of BCL, the Victorian Bar, or BCL's service providers, such as Telstra Corporation Limited;
- to send a communication in someone else's name without their authority; or
- to access, download, save, store, send or display from the internet (or any other source), or compose an email message or other communication containing, material that would result in you or BCL being in breach of any law or rule of professional conduct applicable to you or BCL.

Further, you must not:

- copy, install, download, modify, adapt, reverse engineer, disassemble or decompile any software comprised in the BCL Network;
- alter, tamper, reverse engineer, repair or attempt to repair the BCL Network or any hardware used to provide the BCL Services, or cause or allow a third party to do any of these acts;
- tamper with, misuse, abuse, vandalise, wilfully or intentionally damage or otherwise negligently operate any equipment belonging to or managed by BCL or its service providers.

In order to protect all users of the BCL Network and consumers of BCL Services, BCL reserves the right to monitor network traffic and test the network to assess its performance and integrity. BCL reserves the right to disconnect any Device if it reasonably believes it is a risk to the safe and/or efficient operation of the BCL Network, or any BCL Service.

To the extent you use Microsoft software or other Microsoft products (**Microsoft Products**) provided by BCL, you must comply with Schedule 1 and/or Schedule 2. You agree to

indemnify and keep indemnified BCL from and against any loss, cost, damage or expense incurred or sustained by BCL arising out of our otherwise in connection with your breach of the terms and obligations in Schedule 1 and or Schedule 2.

## **9 When can BCL suspend or cancel a BCL Service?**

BCL may suspend or cancel the provision of any or all of the BCL Services where a third party service provider has suspended, cancelled or has otherwise impacted BCL's ability to continue providing the relevant service.

If you fail to comply with any part of these Terms or the acceptable use policy set out below, BCL may suspend or cancel your access to the BCL Services. Further, a failure to comply with these Terms or the acceptable use policy may result in the termination of your agreement with BCL for the BCL Services.

If BCL decides, or is required to modify or exit a BCL Service (or a part of it), then BCL may:

- migrate you to the modified BCL Service, or an alternative BCL Service (and if requested by us, you will provide reasonable assistance to enable us to do so); or
- cancel the BCL Service.

Unless security, legal, system performance or third party licence considerations or obligations require us to migrate, modify or exit a BCL Service in less than one month, we will give you one month's notice of any modification or termination of a BCL Service. Where we migrate or cancel a BCL Service progressively, we will give you prior notice on a progressive basis.

## **10 Customer Fees**

- (a) You agree to pay the fees for your use of the BCL Services. If you fail to pay all applicable fees by their due date, we may, upon 7 days' notice to you by email, suspend your access to any or all BCL Services.
- (b) BCL reserves the right to change its fees and payment terms, in its sole discretion, from time to time. BCL will provide you with a minimum of one month's notice of any change in fees and payment terms applicable to your BCL Services.
- (c) If BCL (in its discretion) permits you to pay any of your fees in advance, this will be deemed a payment on account, and does not change the nature of your agreement from a monthly contract to an annual or longer term.

## **11 Collection Notice**

We collect personal information about you in order to facilitate your use of the BCL Network and for purposes otherwise set out in our Privacy Policy (available [here](#)).

We may disclose that information to third parties that help us deliver our services (including information technology suppliers, communication suppliers and our business partners) or as required by law. If you do not provide this information, we may not be able to provide all of our products or services to you.

We may also disclose your personal information to other recipients that are located outside Australia, including to service providers and business partners located in the USA, EU, UK and Singapore.

Our Privacy Policy explains: (i) how we store and use, and how you may access and correct your personal information; (ii) how you can lodge a complaint regarding the handling of your personal information; and (iii) how we will handle any complaint. If you would like any further

information about our privacy policies or practices, please contact us at [privacy@vicbar.com.au](mailto:privacy@vicbar.com.au).

By providing your personal information to us, you consent to the collection, use, storage and disclosure of that information as described in the Privacy Policy and these Terms.

## 12 Your Content

You agree and acknowledge that you are solely responsible for any content created on, or uploaded to, the BCL Network or BCL Services by you or on your behalf (**Your Content**). You must also ensure Your Content, and the use and dissemination of Your Content via the BCL Network is in compliance with any applicable laws, including but not limited to the *Privacy Act* 1988 (Cth) and the *Spam Act* 2003 (Cth).

## 13 Third party dependency

You acknowledge that the BCL Services are dependent on third party messaging, communications, processing and other third party systems which can be subject to breakdown or interruption due to events outside the control of BCL. Should such a breakdown or interruption occur, BCL must take all commercially reasonable steps to reduce the duration of the breakdown or interruption. Except as expressly set out in any applicable SLA, BCL will not otherwise be liable for any failure, delay or other matter resulting from such breakdown or interruption of a third party system, whether that third party system relates to electricity, telecommunications, internet, other utilities or otherwise.

You must not do anything which damages the reputation of any of our third party suppliers, or bring them, their brand or their products into disrepute.

## 14 Confidential information

You must treat as, and handle all information stored in or accessed through the BCL Network as confidential.

You should notify the BCL Service Desk if you become aware of any misuse or potential misuse or such information. You should also be aware that confidential information is always at risk of accidental disclosure. Always consider carefully what information you are sharing and whether it is appropriate to do so.

## 15 Data security

Comprehensive technical measures are employed to protect information in the BCL Network from unauthorised access. However, it may not always be possible to ensure the security and protection of confidential information and personal information when using the BCL Network or BCL Services. Accordingly, you should use your judgment when using the BCL Network to store or communicate sensitive personal information or information that is highly confidential. You should consider whether or not using more traditional means of communicating such information to its intended recipient is appropriate. You are responsible for obtaining the consent of your clients to the use of electronic data interchange. To the extent permitted by law, BCL accepts no responsibility for any loss, cost, damage or expense incurred by you or any third party in relation to loss of or access to any data on the BCL Network or BCL Services.

You acknowledge and agree that BCL may conduct network and security checks (including network and server penetration testing) on the BCL Network and any Device connected to the BCL Network (**Security Testing**).

Security Testing may involve testing access controls on confidential, personal or sensitive information. To the extent necessary for the purposes of Security Testing, you grant BCL a licence to access to such confidential, personal and sensitive information. As part of its Security Testing, BCL may also utilise your, your clerk's or your instructor's publicly-available personal information.

If BCL's testing detects vulnerabilities in a Device that, in BCL's reasonable opinion, must be addressed to avoid or mitigate a material risk to BCL's Network, BCL may notify the affected individuals and require them to take additional security measures, such as changing passwords, using increased security features, installing and maintaining virus-checking software, and patching or updating software programmes. BCL reserves the right to suspend your access (or your access through a particular Device) if you do not comply with BCL's reasonable directions.

If you purchase a licence to use Microsoft Exchange Online or Microsoft 365 (including Microsoft OneDrive for Business), your data will be stored at rest in Australia in accordance with Microsoft's Online Services Terms (a copy of which is available [here](#)).

BCL has elevated control and visibility of data within BCL Services including those provided by third parties. By using these Services you agree and understand access to this data may be required from time to time for various reasons including but not limited to ensuring data is processed, stored, and retained as expected. Products provided by third parties may also have data control measures as described in their individual terms.

BCL is committed to abide by all laws and regulations pertaining to personal data, data privacy and data protection.

## **16 Upgrades, maintenance and enhancements**

From time to time we may introduce adaptations, developments or enhancements to the BCL Network, or may make changes to the tools and features of any part of the BCL Network including the availability of various BCL Services. We are not required to provide you with notice of these adaptations, developments or enhancements unless in our reasonable opinion, they are likely to be materially detrimental to the majority of our authorised users.

From time to time it will also be necessary for us to conduct maintenance, testing, relocation or replacement equipment that forms part of the BCL Network or supports BCL Services. During such maintenance and testing periods, you may not be able to access some or all of the BCL Services, and are not entitled to a refund of any fees. We will endeavour to provide you with prior notice of such maintenance and testing periods, but do not warrant that we will always be able to do so. We accept no liability for any loss, cost, damage or expense incurred by you or any third party in relation to loss of or access to the BCL Network or any BCL Services during maintenance and testing periods.

## **17 Termination**

- (a) BCL may immediately terminate your access to the BCL Network and/or BCL Services, and its agreement with you under these Terms on written notice to you if:

- (i) you fail to pay any amount due under these Terms, and fail to remedy that breach within fourteen (14) days after receiving notice requiring you to do so;
  - (ii) you cease to be a client (or any employee of a client) of BCL;
  - (iii) you breach any other material provision of these Terms;
  - (iv) you are in breach of your lease with BCL (including being in arrears in respect of any rent payable by more than 14 days); or
  - (v) you attempt to assign, or assign, any right under these Terms otherwise than in accordance with these Terms.
  - (vi) The Victorian Bar requests such termination
- (b) BCL may also terminate these Terms without cause by giving you at least 30 days prior written notice.
- (c) Upon termination, you shall cease all use of the BCL Network, and we reserve the right to delete any data we have in relation to your use of the BCL Network or BCL Services.
- (d) To the full extent permitted by law, we will not be responsible for any loss, cost, damage or liability that may arise as a result of us exercising our rights under this clause.
- (e) Upon termination of BCL services, email data may be archived for a period of up to twelve (12) months. After this period, BCL reserves the right to permanently delete this data. Other data types may be deleted sooner.

## 18 Warranties and disclaimers

Other than as set out in any SLA, to the maximum extent permitted by law, including the Australian Consumer Law, we make no warranties or representations as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the BCL Network or BCL Services, or that:

- (a) the use of the BCL Network and BCL Services will be secure, timely, uninterrupted or error-free;
- (b) the BCL Network will operate in combination with any other hardware, software, system, or data;
- (c) the BCL Network or any BCL Services will meet your requirements or expectations;
- (d) any stored data will be accurate or reliable or that any stored data will not be lost or corrupted;
- (e) errors or defects will be corrected; or
- (f) the BCL Network and BCL Services (or any server(s) that make a hosted service available) are free of viruses or other harmful components.

Subject to the SLA, the BCL Network and all other products are provided "as is" and to the extent permitted by law (including the Australian Consumer Law if applicable), we disclaim any and all warranties and representations of any kind, including any warranty or non-infringement, title, fitness for a particular purpose, functionality or merchantability, whether express, implied or statutory.

We shall not be liable for delays, interruptions, service failures and other problems inherent in use of the internet and electronic communications or other systems outside our reasonable



control. You are solely responsible for making appropriate backups of your system software and data that resides on, or is accessible through, your Device.

## 19 Indemnities

- (a) BCL shall defend, hold harmless and indemnify you from and against any loss suffered or incurred by you arising out of or in connection with any claim that the BCL Network infringes any intellectual property right or other right of any third party, except to the extent that such loss is caused or contributed to by your act or omission.
- (b) You shall defend, hold harmless and indemnify BCL and its related bodies corporate and personnel (the **BCL Indemnified Parties**) from and against any loss suffered or incurred by the BCL Indemnified Parties arising out of or in connection with:
  - (i) any breach by you or any authorised user of clause 8 or 12;
  - (ii) Your Content used or disclosed by you or your authorised user in connection with these Terms, including any claim by any person that Your Content infringes any intellectual property right or other right of any third party;
  - (iii) the use of the BCL Network or BCL Services by you or your authorised user; or
  - (iv) any loss or damage to property arising out of or otherwise in connection with any wrongful act or omission of yours or your authorised user.

## 20 Limitation on liability

To the maximum extent permitted by law, including the Australian Consumer Law, in no event shall we be liable for any direct and indirect loss, damage or expense – irrespective of the manner in which it occurs – which may be suffered due to your use of the BCL Network or BCL Services and/or the information or materials contained on it, or as a result of the inaccessibility of the BCL Network and/or the fact that certain information or materials contained on it are incorrect, incomplete or not up-to-date.

To the maximum extent permitted by law, including the Australian Consumer Law, in all circumstances, BCL's maximum liability to you in the aggregate will be limited to the service fee for one (1) month for the relevant service.

## 21 Amendment to these Terms

We may update or modify these Terms from time to time. BCL will notify you of any amendment to these Terms in writing via your registered email address. Your subsequent or continued use of the BCL Network or BCL Services will constitute acceptance of any changes. If you do not agree to any change to the Terms, you must immediately stop using the BCL Network.

## 22 General

- (a) You must not sub-license, assign, or attempt to sub-license or assign, any right arising out of these Terms, or these Terms, without BCL's prior written approval which may be withheld at its complete discretion. BCL may assign or subcontract all or part of these Terms to any other party.
- (b) Each party must take all steps as may be reasonably required by the other party to give effect to these Terms and transactions contemplated by them.

- (c) Any provisions of these Terms which are noted as surviving, or by their nature are intended to survive, termination or expiry of these Terms, will survive any such termination or expiry for whatever reason.
- (d) These Terms contain the entire agreement between the parties with respect to their subject matter and supersede any oral or written prior agreement, representation or understanding relating to these Terms.
- (e) These Terms may be executed in multiple counterparts and by electronic means.
- (f) You acknowledge that in entering into these Terms you have not relied on any representation or warranties about its subject matter except as provided in these Terms.
- (g) If any provision of these Terms is held to be invalid, illegal or unenforceable, these Terms will continue otherwise in full force and effect apart from such provision which will be taken to be deleted.
- (h) These Terms are governed by the laws of Victoria, Australia and the parties submit to the exclusive jurisdiction of the courts exercising jurisdiction in that state.

# Acceptable Use Policy

This acceptable use policy (**AUP**) applies to your use of the BCL Network and BCL Services. By accessing and/or using the BCL Network or BCL Services, you agree to this AUP.

## 1 Can I use the BCL Network for personal use?

BCL does not distinguish between your use of the BCL Network for personal or business use. Any personal use of the BCL Network or BCL Services must also be in accordance with this AUP. Excessive personal use is not permitted.

Examples of excessive use may include:

- sending mass mailing or chain letters, attachments or files;
- downloading or streaming large non-business files (such as movie files);
- replicating large amounts of data from your Device(s) to cloud services
- using the BCL Network to access or provide peer-to-peer file transfer services; or
- otherwise creating unnecessary network traffic affecting the performance of the BCL Network or BCL Services.

## 2 When and how does BCL monitor use of the BCL Network?

Metadata from the BCL Services is monitored for security and performance reasons. By using the BCL Services you consent to BCL conducting such monitoring activity as it relates to your use of the BCL Services.

Metadata from internet activity is recorded by BCL's internet security systems, including with details of every website address visited and these records are reviewed as required. BCL logs metadata for all electronic communications sent or received. The log records details of the sender, addressee, date, time, subject title and the fact of an attachment. Electronic logs are only accessed by BCL in relation to specific matters when the need arises.

## 3 How do we protect your privacy?

BCL handles personal information in accordance with its Privacy Policy, available [here](#).

To the extent that you use the BCL Network to send or receive personal information, BCL may collect that personal information as part of its routine system monitoring processes detailed above.

Personal information collected in this manner may be used to protect, maintain and improve the BCL Services. BCL may disclose this personal information to service providers, agents and contractors to help us do this. This may involve sending personal information overseas.

## 4 What are BCL's guidelines for emails?

Email messages are exchanged between email servers using a variety of open and public computer networks. Exchanging information using an email service involves risks such as:

- once an email is sent, it is impossible to control what happens next;
- it is not possible to guarantee the integrity of an email, even with the use of additional encryption or security techniques, as it is relatively easy to alter the text in a manner undetectable to the recipient's eye; and

- it is possible to reverse-engineer attachments to emails which may reveal information you do not wish to reveal.

Email creates a permanent record. Emails are backed up regularly for system integrity purposes and may be retrievable as evidence for subsequent proceedings even after you have deleted them.

## **5 Does BCL block emails, access to the internet or any other part of the BCL Network?**

BCL employs security software systems which restrict or block delivery of certain electronic communications, both in-bound and out-bound. For example, BCL's security software may block an email if it identifies, that the relevant email (or its attachment):

- is spam;
- potentially contains viruses or might otherwise result in interference with or damage to the BCL Network;
- is or may be in breach of any of BCL's policies (including this AUP), or the Terms; or
- is over a certain size.
- cannot be deemed safe or complete for processing

The fact that an electronic communication or internet site is not blocked by BCL's systems does not necessarily indicate that BCL deems that that the email or site is safe to view, virus-free, or that the content is appropriate or suitable for viewing or use on the BCL Network.

## **6 How often does this AUP change and who do I contact for more information?**

This AUP may change from time to time. BCL may vary the AUP by posting the revised AUP on the BCL website. BCL may from time to time also notify you of any variations to this AUP by email.

If you require more information about this policy, please contact the BCL Service Desk.



### END USER LICENSE TERMS

#### TERMS AND CONDITIONS REGARDING USE OF MICROSOFT SOFTWARE

This document governs the use of Microsoft software, which may include associated software, media, printed materials, and “online” or electronic documentation (individually and collectively, “Products”) provided by **Barristers Chambers Limited** (hereinafter referred to as “Customer”). Customer does not own the Products and the use thereof is subject to certain rights and limitations of which Customer must inform you. Your right to use the Products is subject to the terms of your agreement with Customer, and to your understanding of, compliance with, and consent to the following terms and conditions, which Customer does not have authority to vary, alter, or amend.

#### 1. DEFINITIONS.

“Client Software” means software that is installed on a Device that allows the Device to access or utilize the Products.

“Device” means each of a computer, workstation, terminal, handheld PC, pager, telephone, personal digital assistant, “smart phone,” server or any other hardware where software can be installed that would allow End User to interact with the Product.

“End User” means an individual or legal entity that obtains Software Services directly from Customer, or indirectly through a Software Services Reseller.

“Redistribution Software” means the software described in Paragraph 4 (“Use of Redistribution Software”) below.

“Software Services” means services that Customer provides to you that make available, display, run, access, or otherwise interact, directly or indirectly, with the Products. Customer must provide these services from data center(s) through the Internet, a telephone network or a private network, on a rental, subscription or services basis, whether or not Customer receives a fee. Software Services exclude any services involving installation of a Product directly on any End User device to permit an End User to interact with the Product.

2. **OWNERSHIP OF PRODUCTS.** The Products are licensed to Customer from an affiliate of the Microsoft Corporation (collectively “Microsoft”). Microsoft Products are protected by copyright and other intellectual property rights. Products and other Product elements including but not limited to any images, photographs, animations, video, audio, music, text and “applets” incorporated into the Products are owned by Microsoft or its suppliers. You may not remove, modify or obscure any copyright trademark or other proprietary rights notices that are contained in or on the Products. The Products are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Your possession, access, or use of the Products does not transfer any ownership of the Products or any intellectual property rights to you.
3. **USE OF CLIENT SOFTWARE.** You may use the Client Software installed on your Devices only in accordance with your agreement with Customer and the terms under this document, and only in connection with the Software Services, provided to you by Customer. The terms of this document permanently and irrevocably supersede the terms of any Microsoft End User License Agreement that may be presented in electronic form during the installation and/or use of the Client Software.

4. **USE OF REDISTRIBUTION SOFTWARE.** In connection with the Software Services provided to you by Customer, you may have access to certain “sample,” “redistributable” and/or software development software code and tools (individually and collectively “Redistribution Software”). You may use, copy and/or install the Redistribution Software only in accordance with the terms of your agreement with Customer and this document and/or your agreement with Customer.

5. **COPIES.** You may not make any copies of the Products; provided, however, that you may (a) make one copy of Client Software on your Device as expressly authorized by Customer; and (b) you may make copies of certain Redistribution Software in accordance with Paragraph 4 (Use of Redistribution Software). You must erase or destroy all such Client Software and/or Redistribution Software upon termination or cancellation of your agreement with Customer, upon notice from Customer or upon transfer of your Device to another person or entity, whichever occurs first. You may not copy any printed materials accompanying the Products.

6. **LIMITATIONS ON REVERSE ENGINEERING, DECOMPIATION AND DISASSEMBLY.** You may not reverse engineer, decompile, or disassemble the Products, except and only to the extent that applicable law, notwithstanding this limitation, expressly permits such activity.

7. **NO RENTAL.** You may not rent, lease, lend, pledge, or directly or indirectly transfer or distribute the Products to any third party, and may not permit any third party to have access to and/or use the functionality of the Products except for the sole purpose of accessing the functionality of the Products in the form of Software Services in accordance with the terms of this agreement and any agreement between you and Customer.

8. **TERMINATION.** Without prejudice to any other rights, Customer may terminate your rights to use the Products if you fail to comply with these terms and conditions. In the event of termination or cancellation of your agreement with Customer or Customer’s agreement with Microsoft under which the Products are licensed, you must stop using and/or accessing the Products, and destroy all copies of the Products and all of their component parts within thirty (30) days of the termination of your agreement with Customer.

9. **NO WARRANTIES, LIABILITIES OR REMEDIES BY MICROSOFT.** Microsoft disclaims, to the extent permitted by applicable law, all warranties and liability for damages by Microsoft or its suppliers for any damages and remedies whether direct, indirect or consequential, arising from the Software Services. Any warranties and liabilities are

provided solely by Customer and not by Microsoft, its affiliates or subsidiaries.

- 10. PRODUCT SUPPORT.** Any support for the Software Services is provided to you by Customer or a third party on Customer's behalf and is not provided by Microsoft, its suppliers, affiliates or subsidiaries.
- 11. NOT FAULT TOLERANT.** The Products are not fault-tolerant and are not guaranteed to be error free or to operate uninterrupted. You must not use the Products in any application or situation where the Product(s) failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use").
- 12. EXPORT RESTRICTIONS.** The Products are subject to U.S. export jurisdiction. Customer must comply with all applicable laws including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments. For additional information, see <http://www.microsoft.com/exporting/>.
- 13. LIABILITY FOR BREACH.** In addition to any liability you may have to Customer, you agree that you will also be legally responsible directly to Microsoft for any breach of these terms and conditions.
- 14. INFORMATION DISCLOSURE.** You must permit Customer to disclose any information requested by Microsoft under the Customer's Agreement. Microsoft will be an intended third party beneficiary of your agreement with Customer, with the right to enforce provisions of your agreement with Customer and to verify your compliance

## Schedule 2– Microsoft Online Products

1. When you order a Service that requires a Microsoft Online Service, such as:
  - an email Service, using Microsoft’s Exchange Online product; or
  - an Office 365 subscription (including OneDrive for Business),you agree to abide by Microsoft’s Online Services Terms as published and updated by Microsoft from time to time. You can access the complete terms [here](#).
2. Because BCL’s tenancy with Microsoft is domiciled in Australia, Microsoft agrees to process and store your data (which for Exchange Online includes email content, calendar entries and the content of email attachments, and for OneDrive includes files uploaded to the service) while at rest within its Australian data centres. You can read more about Microsoft’s handling of your data [here](#).
3. Where required to provide support to you and/or BCL with respect to the provision of the Services, BCL or Microsoft (and their support partners) may need to access your data from locations other than Australia. This will only be when requested and Microsoft states that it does not have standing access to your data. Access to your data is governed by BCL’s Privacy Policy, which can be found [here](#), and Microsoft’s Trust documentation, which can be found [here](#).