

Genius365 User Terms

1 Introduction

These are Genius365's user terms. They apply to all Genius365 products and use of the Genius365 platform, and to any bolt-ons we agree to supply. If you also use our API, the API terms in Schedule 1 also apply.

These Terms and Conditions ("Terms") govern the use of the Inspira website located at www.inspra.ai (the "Site"). By accessing or using the Site, you agree to be bound by these Terms. If you do not agree with these Terms, please refrain from using our services.

Inspira is a trading name of GENIUS365 PTY LTD, an Australian company, with ABN 50 679 963 967.

We reserve the right to modify or update these Terms at any time. The updated Terms will be posted on this page, and the changes will become effective immediately upon posting.

2 About the Genius365 platform

- (a) The platform is a proprietary cloud-based platform for creating and using voice bots.
- (b) Each voice bot can undertake a specialised telephone-based task. One bot might be created to conduct an opinion survey. Another might make a sales call to a consumer who agreed to be contacted for that purpose.
- (c) A telephony service interfaces with the platform and enables each bot to communicate by telephone.
- (d) With access to the platform, you can create one or more bots, determine what they 'know' about the customer's goods, services or other matters, their behaviour and the content they will convey, and cause them to contact people by telephone to carry out their particular task (including what numbers are to be called and when they should be called) – the '**campaign design**'
- (e) We have no role in or responsibility for campaign design. We provide the platform as a tool that you can use on your own account and in accordance with your own campaign design.
- (f) A bot that you create is your agent, not ours. We are a software licensor, not a marketer.
- (g) We are a carriage service provider, and enable you to make phone calls. We are not a call centre and do not make phone calls; you do.
- (h) Campaigns are carried out by you and the bot(s) you create, not by us. You and the bot(s) you create deal with the public; we do not.

3 Australia: eligibility to use the Genius365 platform and products

- (a) In Australia, we only supply Genius365 products on the Genius365 platform to incorporated entities (e.g. limited or proprietary limited companies). We do not supply them to natural persons.
- (b) If you are in Australia, your ACN will be stated in our proposal or your order. You warrant that it is your correct and valid ACN.
- (c) If it is later determined that you are not an incorporated entity, we may terminate your licence immediately.

Application of these terms

- (a) If you have not previously agreed to these terms, we will obtain your assent to them before supplying a product.
- (b) If you have previously agreed to these terms, they apply to all products we subsequently supply unless we and you agree different terms or these terms are changed under clause 5.7
- (c) If we supply you with an API, the API terms apply to it and its use.
- (d) To the extent that special terms and/or these terms and/or the API terms are inconsistent, the order of priority (from highest to lowest) is:

- (i) clauses 6.4, 11, 12 and 17 of these terms;
- (ii) in relation to voice carriage only – our SFOA;
- (iii) any special terms; and
- (iv) the API terms;
- (v) the balance of these terms.

5 Licence

- (a) Subject to these terms, we grant you a licence to use a product on our platform for your internal business purposes only.
- (b) Your licence starts when:
 - (i) you have accepted our proposal or we have accepted your order; and
 - (ii) you have made the minimum prepayment required for the product – **(licence date)**.
- (c) Your licence is suspended at any time when there is no credit on your account.
- (d) Your licence ends if and when it is terminated under clause 15.

6 Subscription products and pay-as-you-go products

We may supply a product on a month-to-month basis, subscription basis and/or a PAYG basis.

6.1 Month-to-month products

With a month-to-month product:

- (a) before the start of each month, you must prepay a monthly charge and may then use the product for that month;
- (b) at the end of that month, your prepayment expires and your credit for that month is zero; and
- (c) you or we may terminate the product by written notice to the other, which will take effect at midnight at the start of the second anniversary of the licence date following the giving of the notice.

6.2 Subscription products

With a subscription product:

- (a) a minimum term applies;
- (b) you are immediately liable for our aggregate charges for the product in respect of the minimum term;
- (c) as long as your account in respect of the product is in credit, we will accept payment of that aggregate amount by equal periodic prepayments during the minimum term;
- (d) before the start of each month during the minimum term, you must prepay a monthly charge and may then use the product for that month;
- (e) at the end of that month, your prepayment expires and your credit for that month is zero;
- (f) if there is a default in payment of the monthly charge, we may invoice you, and you must pay, for the remaining unpaid charges in respect of the minimum term; and
- (g) at the end of the minimum term, the product becomes a month-to-month product and clause 6.1 applies to it.

6.3 *PAYG products*

- (a) With a PAYG product:
 - (i) you may prepay an amount and are entitled to specified rights to use a product;
 - (ii) your prepayment is consumed as you use the product;
 - (iii) when your account credit in respect of the product is zero, you have no further right to use the product, unless and until you make a top up payment.
- (b) Unless a PAYG product specifies otherwise, PAYG account credit expires if you have not either:
 - (i) made a top up payment on the account; or
 - (ii) used the product –
within the last 180 days.

6.4 *No refunds*

Except as required by law, a prepayment for a Product is not refundable in whole or part.

7 Charges and prepayment

7.1 *Charges – general*

- (a) Genius365 is a prepaid service. Service is only available when your account is in credit, and will cease when your account has no credit.
- (b) Except as required by law, prepayments for our products are not refundable in whole or part.
- (c) Our website and/or our proposal will detail the charges for a product we will supply.

7.2 *Direct debit arrangements*

- (a) Unless we agree otherwise, you must enter and at all times maintain a direct debit arrangement for payment of our charges.
- (b) We may suspend service without liability to you at any time when a required direct debit arrangement ceases to apply or to operate.

7.3 *Charges – payment*

Where clause 7.2 does not apply, charges are normally payable through our website by a payment method indicated on our website.

7.4 *Charges – variation*

We may increase our charges for voice minutes. An increase does not affect any voice minutes you have already paid for (even if you have not yet used them). Otherwise:

- (a) We will not increase charges for a product or feature during any applicable minimum term.
- (b) If we and you expressly agree that a charge for a product or feature is fixed for a specified period, we will not increase that charge during that period.
- (c) In any other case, our charges are as stated on our website, and will be presented before you order a product. Please check them carefully and do not order a product if you do not agree to the charges presented.
- (d) If we increase a charge, your existing account credit will not be devalued; the increase will only apply next time you top up.

These are Genius365's user terms. They apply to all Genius365 products and use of the

8 Voice carriage

- (a) We are not a carriage service provider.
- (b) Carriage service providers team with us and will supply you with voice carriage for bundled use with our platform. In that event, we will act as your agent in dealing with a carriage service provider.
- (c) To obtain carriage, you must purchase prepaid voice minutes through our website.
- (d) Voice minutes are consumed at the calling rates applicable when a call is made, which may vary if our teamed voice supplier increases its cost of supply. Current rates are available on our website.
- (e) Unused voice minutes expire every month after their purchase date, without any refund.
- (f) Use of voice carriage is subject to our teamed voice supplier's standard form of agreement linked to our website save that these terms exclusively govern charges and payments for voice minutes.

9 Restrictions

You must not do, or attempt to do, any of the following:

- (a) use a product to develop or support any service that is substitutable for a product or the platform;
- (b) share with or resell, resupply or sub-license a product to any person;
- (c) disclose your access credentials to any person who is not your employee or contractor;
- (d) modify, reverse engineer or create derivative works of a product or any part of the platform;
- (e) use a product or the platform to distribute malware, a virus or any other harmful code;
- (f) deliberately disrupt or damage the platform;
- (g) use a product or the platform in a way that breaches any law;
- (h) use a product or the platform to disseminate unlawful, hateful or offensive content;
- (i) use a product or the platform in a way that exposes us to legal liability; or
- (j) use a product or the platform in a way that breaches our acceptable use policy.

10 Campaign support

We do not supply campaign support. If you require campaign support, we may be able to introduce you to a third party provider. In that case:

- (a) you acknowledge that the third party provider is an independent contractor providing support to you, and is not our agent or representative; and
- (b) you authorise us to allow the campaign support to use a product on your account for the purposes of your campaign.

11 Intellectual property

11.1 General rule

- (a) Except as expressly provided otherwise in this clause 11, all IP in and associated with the platform and an API belong to Genius365 group.
- (b) Clause 11.1(a) applies regardless of whether any IP was suggested by you or developed in accordance with your request or using your call data.

11.2 Call data

- (a) You own the IP in call data.
- (b) We have a licence to:

- (i) retain call data as required by law or as otherwise reasonably required as part of our business records; and
- (ii) to use de-identified call data for development purposes.

12 Legal compliance

Schedule 2 has effect.

13 Liability

13.1 Rights and remedies for PDH goods and services

- (a) If we supply you with goods or services of a kind ordinarily acquired for personal, domestic or household (**PDH**) use or consumption you have important rights under the Australian Consumer Law (**ACL**) including consumer guarantees and remedies.
Nothing in these terms limits those rights and remedies in any way.
- (b) If we supply you with PDH Goods or Services, and you are told they come with a 'manufacturer's warranty' or 'one year product assurance' or similar, those rights are in addition to, and not instead of, your rights under the ACL.

13.2 Rights and remedies for certain non-PDH goods

If we supply you with goods or services that are not of a kind ordinarily acquired for personal, domestic or household use or consumption and cost no more than \$100,000, you have important rights under the ACL including consumer guarantees and remedies but:

- (a) in relation to these goods, our liability for failure to comply with a consumer guarantee (other than certain guarantees about ownership and undisturbed use) is limited to:
 - (i) replacing the goods or supplying equivalent ones;
 - (ii) repairing the goods;
 - (iii) paying the cost of replacing the goods or of acquiring equivalent ones; or
 - (iv) paying the cost of having the goods repaired; and
- (b) in relation to these services, our liability for failure to comply with a consumer guarantee is limited to:
 - (i) supplying the services again; or
 - (ii) paying the cost of having the services supplied again.
- (c) If we supply you with non-PDH goods or services that cost no more than \$100,000 and you are told they come with a 'manufacturer's warranty' or 'one year product assurance' or similar, those rights are in addition to, and not instead of, your rights under the ACL.

13.3 Exclusion of implied terms

Subject to clauses 13.1 and 13.2:

- (a) any representation, warranty, condition or undertaking (whether in favour of you or of us) that would be implied in these terms by legislation, common law, equity, trade custom or usage or otherwise is excluded to the fullest extent permitted by law;
- (b) we do not warrant or represent the performance, accuracy, reliability or continued availability of products or that products will operate free from faults, errors or interruptions.

13.4 *Limitation of liability – ACL consumers and ACL small businesses*

If you are an ACL consumer or an ACL small business:

- (a) you must pay us all fees and charges applicable to the product(s) you have contracted for and any amount payable under clause 3 of Schedule 2;
- (b) we must comply with clauses 13.1 and 13.2 (where they apply) –
but otherwise neither of us is liable to the other for, and releases the other from any claim in respect of, any loss in connection with these terms, the platform, your licence, any product(s), an API or any other goods or services we supply to you.

13.5 *Limitation of liability – General*

- (a) Where clause 13.4 does not apply, we are not liable to you for, and you release us from any claim in respect of, any loss in connection with these terms, the platform, your licence, any product(s), an API or any other goods or services we supply to you.
- (b) We exclude all liability and any claim in respect of or arising out of the acts and/or omissions of a campaign support, even if we introduced you to them.

14 **Changes**

We may change these terms, your licence (or an API or access credentials) as follows:

- (a) if we, acting reasonably, consider that the change is likely to benefit you, or have a neutral or minor detrimental impact on you, we may make the change immediately without notice to you; or
- (b) if we consider that the change is likely to have a significant detrimental impact on you, we may make the change:
 - (i) if the change is to address an urgent situation e.g. a cyber-attack – after giving you as much notice as practicable (which may be no notice);
 - (ii) otherwise:
 - (A) on 30 days' notice to you; or
 - (B) if you have received notice under paragraph (A) and your account credit is zero – immediately.

15 **Termination**

15.1 *Zero credit*

If you have zero credit on a product account:

- (a) clause 5(c) applies;
- (b) your set up will be preserved for 60 days and will be available if you put your account in credit within that time; and
- (c) if you do not put your account in credit within that time:
 - (i) we may terminate your licence by notice or liability to you; and
 - (ii) we may delete your set up without notice or liability to you.

15.2 *For breach*

- (a) If you are in breach of your licence, we may give you a breach notice.
- (b) If you do not cure the breach within five business days after we give a breach notice, we may terminate your licence and your access to product(s).

- (c) If you breach clauses 9(d), (e), (f), (g), (h) or (i), we may we may terminate your licence and your to product(s) immediately, and give you notice of that termination afterwards.
- (d) If your licence is terminated under this clause 15.2, we may delete your set up without liability to you.

16 Notices

- (a) A notice from you to us in relation to these terms is valid only if:
 - (i) it is in writing;
 - (ii) it is delivered to us:
 - (A) by hand delivery or post to Level 10, 3 Bowen Crescent, Melbourne 3004 Victoria Australia; or
 - (B) by email to both info@inspra.ai and legalnotices@inspra.au, with the words 'Important Legal Notice' in the subject line.
- (b) A notice from us to you in relation to these terms is valid only if:
 - (i) it is in writing;
 - (ii) it is delivered to you:
 - (A) by hand delivery or post to your registered office; or
 - (B) by email to at the email address in our records associated with your account, with the words 'Important Legal Notice' in the subject line.
- (c) Subject to clause 16(d):
 - (i) a notice delivered by hand delivery is deemed to have been received two hours after delivery;
 - (ii) a notice that is posted is deemed to have been received at 10am on the fourth business day after (and excluding) the day of posting;
 - (iii) a notice that is emailed is deemed to have been received four hours after despatch, but only if the sender does not receive an automated notification of non-delivery within that period.
- (d) If the operation of clause 16(c) would have the effect that a notice would be deemed delivered other than between 9am and 4pm on a business day, the notice is instead deemed to have been received at 10am on the business day next following the original deemed date of receipt.
- (e) In this clause 16, references to time and to business days means time, and business days, in the locale of the intended recipient of a notice.

17 Commercial electronic messages

- (a) Subject to this clause, we may send you commercial electronic messages regarding goods and services that we supply, and you consent to us doing so.
- (b) Your consent under clause 17(a):
 - (i) applies while your licence is in force and for a year afterwards; and
 - (ii) is in addition to any other consent that you may give, or which may be inferred, for the purposes of section 16(2) of the Spam Act; but
 - (iii) terminates if you give us reasonable written notice that it is withdrawn.

- (c) Any commercial electronic message we send you does not have to comply with section 18(1) of the Spam Act.
- (d) This clause 17 survives the termination of your licence.

18 Governing Law and jurisdiction

Your licence is governed by, and to interpreted in accordance with, the laws of:

- (a) if you are an ACL consumer or ACL small business in Australia:
 - (i) Victoria, Australia if you have a permanent place of business in that State;
 - (ii) otherwise – the State or Territory closest to Victoria, Australia in which you do have a permanent place of business; and
 - (b) otherwise – Victoria, Australia,
- and both of us submit to the jurisdiction of the courts of the State or Territory so determined.

19 Assignment

- (a) We may assign or novate all or part of our rights and obligations under these terms without your consent.
- (b) You may not assign or novate all or part of your rights and obligations under these terms unless we agree in writing. We will be reasonable about that.

20 Severability

If any provision, or part of a provision, of your licence is found to be illegal or unenforceable, it will be severed from the licence, and the remainder of the licence will be construed as if that provision or part did not form part of the licence, unless the provision or part to be severed constitutes a material and fundamental element of the agreement between the parties.

21 Entire agreement

These terms are the entire agreement between you and us regarding their subject matter, and you acknowledge that:

- (a) our agreement does not include any term, condition, warranty, representation or guarantee that is not expressly set out in it, other than a consumer guarantee under the ACL to the extent it may not lawfully be excluded; and
- (b) you have not relied on any representation that is not expressly set out in these terms.

22 Dictionary and interpretation

22.1 Dictionary

In this document including the API terms:

Acceptable use policy means our published policy so titled.

Access credential means a password, security token, API key or other access authorisation required to access and use a product or an API.

Account means your financial dealings with us and our record of them. There is a separate account for each product that you acquire, even if we consolidate accounts for some purposes e.g. financial statements.

ACL means the Australian Consumer Law in Schedule 2 of the *Competition and Consumer Act 2010*.

ACL consumer means an individual who enters a Standard Form Contract for goods and/or services wholly or predominantly for personal, domestic or household use or consumption.

ACL small business means a business that enters a standard form contract where at least one party to the contract:

- (a) makes the contract in the course of carrying on a business and at a time when the party employs fewer than 100 persons calculated on the basis that:
 - (i) a casual employee who is not employed on a regular and systematic basis is not counted; and
 - (ii) a part-time employee (including a part-time casual employee counted under paragraph (i) of this definition) is to be counted as an appropriate fraction of a full-time equivalent; and/or
- (b) has a turnover, worked out under subsection 47(6) of the ACL for the party's last income year (within the meaning of the *Income Tax Assessment Act 1997*) that ended at or before the time when the contract is made, is less than \$10,000,000.

ACN means Australian Company Number.

API means application programming interface as that expression is commonly used in the software industry.

API terms means Schedule 1 of these user terms.

Bolt-on means a product we agree to supply that is ancillary to another product e.g. supply of marketing leads or provision of voice minutes.

Breach notice means a written notice outlining a breach of your licence and requiring that it be cured.

Business day means weekday, other than a public holiday in your location.

Call means a natural language interaction between a bot and a target.

Call data means data relating to a call including its transcript, particulars of the target, the date, time and duration of the call, actions taken or to be taken in the course of or as a result of the call, and includes reports and analyses of such data.

Campaign means actions directed to achieving goals of a particular campaign design.

Campaign design – see clause 2(d).

Campaign support means services to carry out a campaign such as causing calls to be made by bots or washing telephone numbers under the *Do Not Call Register Act 2006* in preparation for such calls.

Campaign support provider means an entity that provides campaign services.

Charge means an amount we charge for use of a product for a period of time or a quantity of service.

Claim means any and all claims, alleged claims, actions, suits or proceedings by any person of any nature or kind, whether in contract, tort (including negligence) at common law, in equity, under statute or otherwise however arising (including by way of set off, cross-claim or counterclaim).

Commercial electronic message means the same as in the Spam Act.

Credit means an amount that you have prepaid for a product, to the extent that the prepayment has not been consumed or expired.

Customer or you means an entity we allow to use the Genius365 Platform.

De-identify means to edit or re-arrange data to the extent (if any) necessary to ensure that it is not personal information.

Development purposes means the purpose of developing, testing, auditing, troubleshooting, improving or demonstrating our platform or other AI-powered software that we may undertake.

Direct debit arrangement means an arrangement, compliant with Australian law, under which we may extract payment of our charges from your nominated credit card or bank account.

Feature means a product feature or facility for which we have a separate charge e.g. phone minutes.

Future copyright means the same as in the *Copyright Act 1968*.

Genius365 or we means Genius365 Pty Ltd ACN 679 963 967.

Genius365 group means us and/or each of our related bodies corporate.

Genius365 Platform or platform means our proprietary cloud-based platform for creating and using voice bots.

GST means the goods and services tax under the GST Act.

GST Act means *A New Tax System (Goods and Services) Tax Act 1999*.

Integration means integration of our product and another person's technology system by means of an API.

IP means all forms of intellectual property including copyright, future copyright and patents.

Licence means a licence for a product in accordance with these terms, any special terms for the product and any documents incorporated by reference.

Licence date – see clause 5(b).

Loss means losses, harm, damages, liabilities, charges, expenses, compensation, fine, penalty, payment outgoings or costs and all related costs and expenses (including reasonable legal fees and reasonable costs of investigation, litigation, settlement, judgment, appeal, interest and penalties) of any nature or kind, however arising and whether it is present or future, fixed or unascertained actual or contingent, including but not limited to (a) economic loss (b) business interruption (c) loss of (i) revenue (ii) profits (iii) actual or potential business (iv) opportunities (v) contracts (vi) anticipated savings (vii) data (c) indirect or consequential loss (d) an obligation to indemnify another person (e) an obligation to contribute to the compensation of loss or damage suffered by another person (f) an obligation to pay a penalty or fine.

Minimum prepayment means an amount (however described) that we require you to pay to activate a licence.

Minimum term means a period so specified in relation to a product.

Month means:

- (a) the period between your licence date and its next mensiversary; and
- (b) the period between each mensiversary of that date and its next mensiversary.

Month-to-month product means a product of the kind described by clause 6.1.

Order means an order or request by you for a product, that we accept.

PAYG means pay-as-you-go.

PAYG product means a product of the kind described by clause 6.3.

Personal information means the same as in the *Privacy Act 1988*.

Prepayment means an amount you pay for credit.

Product means a combination, that we specify, of platform features and functionality, usage entitlements, inclusions, exclusions, licence term, applicable pricing, applicable special terms and, if applicable, any API.

Proposal means an offer by us of a product, that you accept.

Related body corporate means the same as in the *Corporations Act 2001*.

Set up means the bots you have created and the data and settings on our platform associated with them.

SFOA means standard form of agreement.

Spam Act means the *Spam Act 2003*.

Special terms means additional terms and conditions that are notified to you in connection with a particular product.

Standard form of agreement means a standard form of agreement under section 479 of the Telco Act.

Standard form contract means a contract that is a standard form contract within the meaning of section 23(1)(b) of the ACL.

Subscription product means a product of the kind described by clause 6.2.

Target means a person whom you want to contact via a bot e.g. to respond to a sales enquiry or undertake a survey.

Telco Act means the *Telecommunications Act 1997*.

Top up payment means a prepayment to increase your existing credit.

Transcript means a transcript or other record of the interaction between a bot and a target.

User Terms or **terms** means this document as updated from time to time.

Voice bot or **bot** means AI-powered software designed to interact with humans via telephone through voice commands, using natural language processing to understand spoken words and respond appropriately, using a synthetic voice.

Voice carriage or **carriage** means a telephony service that interfaces with our platform and enables a bot to communicate with targets.

Voice minutes means minutes of telephone time, allowing bots to communicate with humans.

1 Introduction

- (a) We may make available to you one or more APIs and access credentials to enable you to integrate a product with your technology system and use the product in accordance with your licence.
- (b) Your licence and these API terms apply to your integration and use of our API and access credentials.

2 Licence to use API

We grant you a worldwide, non-exclusive, non-transferable, royalty-free licence to use our API and the access credentials, and to access and use your product(s) by means of the API.

3 Your responsibilities and restrictions

You:

- (a) warrant that you have all necessary legal capacity to agree to these API terms;
- (b) must provide to us any information we reasonably require to facilitate your use of an API or access credentials, and the information you provide must be current, complete and accurate;
- (c) must only use an API and access credentials in accordance with your licence including the API terms;
- (d) comply with any use requirements of which we notify you;
- (e) must only use an APIs and access credentials to facilitate your own use of a product that you acquire directly from us;
- (f) must not facilitate the integration of our product with any technology system other than your own;
- (g) and must not reverse engineer, decompile, or disassemble or otherwise interfere with an API;
- (h) must not use an API or access credentials in any way that adversely affects the performance or functioning of our platform;
- (i) must not use an API to transmit information or materials that breach the rights of any third party or which contains a virus or other harmful code;
- (j) must keep access credentials supplied safe and secure;
- (k) must immediately notify us if you know or suspect the safety or security of access credentials has been compromised; and
- (l) are responsible and vicariously liable for the use of an API or access credentials by any third party who gains access to them through you, and are liable to us for any loss we suffer as a result of such use.

4 Future development

- (a) We may release a new or updated API from time to time, but we are not obliged to do so.
- (b) If we do release a new or updated API, we may or may not notify you or supply it to you. If we do, its use will be on the same terms as applied to the prior version.

- (c) You are not obliged to update or modify your technology system to reflect any modifications of an API, but you acknowledge that failure to do so may result in the integration being disrupted.

5 Support

We will provide technical support for an API or access credentials to the extent required by the ACL but we do not otherwise provide any warranties or guarantees for any such support.

1 Introduction

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- (b) Each voice bot can undertake a specialised telephone-based task. One bot might be created to conduct an opinion survey. Another might make a sales call to a consumer who agreed to be contacted for that purpose.
- (c) A telephony service interfaces with the platform and enables each bot to communicate by telephone.
- (d) With access to the platform, you can create one or more bots, determine what they 'know' about the customer's goods, services or other matters, their behaviour and the content they will convey, and cause them to contact people by telephone to carry out their particular task (including what numbers are to be called and when they should be called) – the '**campaign design**'.
- (e) We have no role in or responsibility for campaign design. We provide the platform as a tool that you can use on your own account and in accordance with your own campaign design.
- (f) A bot that you create is your agent, not ours. We are a software licensor, not a marketer.
- (g) Campaigns are carried out by you and the bot(s) you create, not by us. You and the bot(s) you create deal with the public; we do not.
- (h) We are a carriage service provider, and enable you to make phone calls. We do not make phone calls; you do.
- (i) As a result, we are not responsible for ensuring the legal compliance of your campaigns; you are.

2 Examples of laws that you may need to comply with

We do not provide legal advice or supervise your legal compliance, but we can give some examples of laws that may be relevant to your use of voice bots.

2.1 Consumer protection laws

If you advertise or sell goods or services, you must comply with all laws about standards in advertising and sales conduct, including the *Australian Competition and Consumer Act 2010*.

2.2 Do Not Call Register Act

If you make telemarketing calls, you must comply with the *Do Not Call Register Act 2006*.

2.3 Spam Act

If you send commercial electronic messages, you must comply with the *Spam Act 2003*.

2.4 Telemarketing Industry Standard

If you make telemarketing or research calls, you must comply with the *Telecommunications (Telemarketing and Research Calls) Industry Standard 2017*.

2.5 Telecommunications Consumer Protections Code

If you market or sell telecommunications products to residential or small business consumers, you must comply with Communications Alliance C628:2019 *Telecommunications Consumer Protections Code*.

2.6 Privacy and personal information

You must comply with:

- (a) the *Privacy Act 1988*;
- (b) where applicable – Divisions 1, 2 & 3 of Part 13 of the *Telecommunications Act 1997*;
- (c) any other law that applies to you with respect to the privacy of information; and
- (d) any other law that requires you to maintain privacy or confidentiality with respect to information or communications.

2.7 Use of Client-Supplied Data and Consented Databases

(a) If you choose to use your own database, contact lists, or other customer or prospect data (whether in whole or in part) for any campaign conducted through the Genius365 platform ("Client-Supplied Data"), you warrant, represent, and undertake that:

- (i) all entries in the Client-Supplied Data have been obtained, recorded, stored, and will be used strictly in compliance with all applicable laws, regulations, and industry standards, including (without limitation) the Do Not Call Register Act 2006 (Cth), the Privacy Act 1988 (Cth), and any relevant ACMA rules, guidelines, or directions;
- (ii) you have obtained all necessary consents, permissions, and authorisations from each person or entity contained in the Client-Supplied Data for the purposes for which you intend to use their information; and
- (iii) such consents are current, valid, and have not been withdrawn.

(b) You acknowledge and agree that:

- (i) Genius365 does not review, validate, cleanse, or "wash" Client-Supplied Data against the ACMA Do Not Call Register or any other suppression list unless expressly agreed in writing as a separate paid service;
- (ii) Genius365 has no responsibility or liability for the legality, accuracy, currency, or completeness of any Client-Supplied Data; and
- (iii) all responsibility for compliance with applicable laws when using Client-Supplied Data rests solely with you.

(c) Indemnity: Without limiting any other indemnity in these terms, you indemnify and hold harmless Genius365, its related bodies corporate, officers, employees, contractors, and agents (together, the "Indemnified Parties") from and against any and all loss, damage, cost, expense, fine, penalty, infringement notice, determination, investigation cost, or liability (including legal costs on a full indemnity basis) suffered or incurred by any of the Indemnified Parties arising directly or indirectly out of or in connection with:

- (i) any alleged or actual breach of the Do Not Call Register Act 2006 (Cth), the Spam Act 2003 (Cth), the Privacy Act 1988 (Cth), or any other applicable law in connection with your use of Client-Supplied Data;
- (ii) any claim or complaint made to the ACMA, OAIC, or other regulatory authority relating to your use of Client-Supplied Data; or
- (iii) any breach by you of this clause 2.7.

(d) This clause 2.7 survives termination of your licence or any agreement between you and Genius365.

3 Indemnity

Despite anything else in these terms or your licence, if:

- (a) you fail to comply with a law that is applicable to an activity that you carry out using our platform, a product or voice carriage; and
 - (b) that failure to comply causes us harm, loss, damage or expense –
- you must indemnify us against that harm, loss, damage or expense, and there is no cap or limitation on this indemnity.