



## Terms and Conditions

### Application

Edocx is a proprietary platform (“Edocx Application”) providing the user with a range of applications including secure messaging, document and file sharing, jurisdiction selection, on-line collaboration and work flow functionality across a number of versions. The term “Edocx Application” applies to each and every copy, version, edition, upgrade or variation of Edocx, whether published or non-published, on a computer, mobile or digital device, in private, beta or release edition.

The specific attributes and functionality of each version of Edocx are set out on our website, at <https://edocx.com.au> (“Edocx Services”). The term, “Edocx Services” includes any and all versions and updates of the Edocx Application, all enhancements, plug-ins and developments which together provide the range of functionality promoted and allowed through the Edocx Application and/or the Edocx website.

The use of Edocx by the user is subject to, and is conditional upon the Terms and Conditions set out in this document, and to the Edocx Privacy Policy which is available for review at <https://edocx.com.au/terms>

### Contract

By accessing or using the Edocx Services, including downloading, delivering or storing files through Edocx, you (“User”) acknowledge that you agree to be bound by these Terms and Conditions, whether or not you have registered an Account.

If you are accepting these Terms and Conditions as a representative or agent of a company or any other incorporated entity or association, your use of Edocx is evidence of the fact that you represent that you have authority and power to bind that entity, and that these Terms and Conditions apply to that corporate entity, and its use by the entity, or by an employee or agent of the entity, is on the basis that it is bound by these Terms and Conditions.

### Edocx Account

To be able to access the Edocx Application and use the Edocx Services, a User must, either directly or through an authorised and consented third party, register or create a subscription (“Edocx Subscription” or “Account”). An Edocx Subscription is created by the User providing the requested information, including a choice of subscription plan and, if required by the plan selected, establishing a permitted payment method.

In jurisdictions which provide for a minimum age for entering into such arrangements, by the act of registering and establishing payment for the Edocx Subscription, the User represents and covenants that he/she has satisfied such requirement.

In the registration process, a User must provide necessary information which needs to be accurate and correct (“User Account Information” or “Account Information”). A User also warrants that they will keep such Account Information updated, current and correct.



Edocx will not be liable for any failure in respect of any Edocx Services, notification or notice due to, or in any way related or caused by, any incorrect, inaccurate or outdated Account Information.

Edocx may verify, or cause inquiries to be made by or of any party, any Account Information. Edocx reserves the right to suspend or terminate any Edocx Subscription if any Account Information provided at any time is inaccurate, not current, or incomplete.

A User's account will be active if their subscription is current and is not dependent on whether they have accessed or used any Edocx Service within a specific time. A User can have periods of inactivity and still maintain a current Account.

## Payment

A User is entitled to use any Edocx Service by:

1. Creating a Edocx Subscription or Account,
2. Arranging an appropriate payment method as nominated or specified by Edocx for the relevant Edocx Services selected by it. Such payment method may consist of an initial and then recurrent payments/charges, usage fees and data storage fees as may from time to time be specified on <https://edocx.com.au>.

A User agrees to accept liability for all charges applicable for the relevant Edocx Services, and to pay all account charges at the prices then stated in the Edocx Pricing at <https://edocx.com.au/pricing>

The User will be responsible for all applicable taxes and other fees that accrue in relation to the use of, and payment for, the Edocx Services.

Edocx may charge to the payment method selected by the User for the Account all fees for the Edocx Services, and all or any additional charges, fees and taxes that are payable by the User.

Should Edocx agree to establish a Corporate, Sponsored Account or to issue credit vouchers for Edocx Services the Account or voucher will have the relevant terms and conditions set out in the account application, invoice or voucher.

All fees and charges are non-refundable, other than as expressly provided in the Terms and Conditions relating to the particular Account. A User accepts responsibility for all charges and fees payable in respect to their Account.

Unless terminated or cancelled, as provided for in these Terms and Conditions, charges for Edocx Services will be automatically debited to your account/selected payment method for successive renewal periods at the then-current, standard published rates unless otherwise agreed.

The amount to be charged may vary from the amount you preauthorised if you qualify for any rebate, discount or membership reward implemented by Edocx or upgrade to another Edocx Service, select additional modules, features or storage options or due to the imposition or change in the amount of any



applicable GST, VAT, Sales, or other taxes. You authorise Edocx to vary the amount charged to your selected payment method to reflect the appropriate and correct charges for the Edocx Services.

Edocx may offer free trial subscriptions (“Free Trial”) to new customers, during which a user may use specific Edocx Services for the period and on the terms outlined in the Free Trial offer.

If a new customer has enrolled in a Free Trial and has provided a payment method, upon the end of the Free Trial period, unless the subscription is cancelled prior to the end of the Free Trial, or Edocx is otherwise notified in accordance with the terms of such offer, the payment method will be charged the applicable recurring subscription fee, and all other amounts payable under these Terms and Conditions, until cancellation of the Edocx Service.

If a user under a Free Trial is incorrectly charged with a subscription fee, they may request, by contacting Edocx as provided in this document that it be reviewed and, if appropriate, credited back at the discretion of Edocx.

## Changes to Subscription

A User may make changes to a subscription (including cancellation or variation to the selected Edocx Services) at any time through the method or methods provided on <https://edocx.com.au>

## Termination and Cancellation

An Account will become inactive upon non-payment of the subscription. Upon an Account becoming non-active Edocx will advise the User.

In the event that an Account has become inactive, Edocx will advise the User their Account is no longer active and give 14 days from such notice for the User to reactivate their Account by paying the subscription or, within that time, to retrieve or remove their files/data from Edocx.

A User will not be able to upload any new files to Edocx at any time their Account is not active.

An Account will automatically terminate in the event of non-currency, due to non-payment of the subscription for more than 14 days.

After 14 days Edocx has the right to delete a User’s data from its primary data storage and to schedule deletion from the backup data storage in the course of its normal rotation/retention practices.

A User may cancel a subscription:

1. For a User with a selected 1 month payment period – by cancelling within 7 days of the beginning of the monthly term, the subscription will not be renewed after the then-current term expires.
2. For a User with a selected 12 month payment period – by cancelling within fourteen (14) days of the beginning of the annual term.



On cancellation within the periods stated above, Edocx will convert the Account to Edocx Free and refund to the User 50% of the subscription fees paid for the then current term in which the cancellation notice was properly made.

If a User does not cancel a subscription as provided above, but cancels their subscription, Edocx will not make any refund of any portion of the subscription fee paid for the relevant subscription period, but the Account will remain active for the remainder of the term paid for, and will then convert to Edocx Free.

By a User's non-termination and/or continued use of the Edocx Services the User remains liable for the relevant charges, and Edocx is authorised to continue to charge the appropriate fees through the selected payment method.

If you breach any terms of these Terms and Conditions the license granted to you by Edocx under these Terms and Conditions will terminate without the requirement of formal notice. In such event Edocx will not be liable to refund any fees and a User will remain liable for all amounts then due under the subscription.

## Password

A User is responsible for selecting a password which meets the requirements for a strong password, and is responsible for taking all appropriate, prudent and necessary actions for safeguarding any and all passwords.

A password must not be disclosed to any third party. A User is responsible for all and any use of the Edocx Application and/or Edocx Services under their name and through the use of their password – whether authorised or unauthorised.

If a User becomes aware of any unauthorised use of their password, they must take all necessary steps to reset their password. Safekeeping and protecting the password is the responsibility of the User and Edocx has no responsibility for any unauthorised use of a password nor does it have any obligation to take action to protect any User Data due to unauthorized password use.



## Licence

The User is granted a licence to download and install a copy of each of the Edocx Applications for which the User has validly subscribed and is entitled to use, onto any computer that the User is entitled to use, including mobile devices. Such licence allows the User to run the relevant Edocx application for the services attributable to that version, including sharing files with Third Parties.

Edocx reserves its right to accept or reject, without reason or explanation, any request for use of any version of the Edocx Application or delivery of the whole, or any part of, the Edocx Services.

Any licence granted under this agreement is personal in its application, is non-exclusive, non-transferable and with no right of sub-licence or reuse, except as expressly specified in these Terms and Conditions.

The Edocx Application is licensed to the User and as such no right of ownership or other proprietary entitlement, other than as a licensee, is passed to the User. By the use of Edocx, the User acknowledges that Edocx, or any licensors or assignees, purchasers or successors in title, own all right, title, interest and intellectual property rights in all copies of the Edocx Applications, even after installation on any mobile device or computer.

By a User's use of Edocx, the User agrees that they will not in any manner alter, delete, manipulate, change in any way, any code, copyright, or any other proprietary right in any Edocx Application, including but not limited to any trademark, brand, notices or markings appearing on the Edocx Application or any collateral, manual, instruction, video or any other medium to be used in conjunction with, or referred to in, any Edocx Application.

## Conditions of Use

The use by a User of any Edocx Application and the Edocx Services is subject to the User's agreement that they:

1. Will not copy, modify or otherwise use any version of the Edocx Application for any other purpose other than in accordance with these Terms and Conditions.
2. Will not assign, sell, sublicense, lease, lend, or otherwise provide any version of the Edocx Application to any other party other than expressly permitted by Edocx in its Partner Program.
3. Will not attempt to reverse-engineer, copy or attempt to create any application or program that in any way resembles or utilizes similar attributes to any version of the Edocx Application and/or Edocx Services.
4. Will not distribute or otherwise allow the use and functionality of any version of any Edocx Application or Edocx Service, to be available to other users, other than permitted and explicitly authorised by these Terms and Conditions or any other conditions specified on the Edocx website or in any Edocx Application and/or any Edocx Services.
5. Will not use any Edocx Application or Edocx Service for any unlawful purpose, and will only use Edocx Services in a manner that is consistent with these Terms and Conditions.



## New or upgraded versions

While not being obligated to upgrade or update any Edocx Application, Edocx may at any time and at its complete discretion, issue new or upgraded versions of all or any Edocx Applications, and may provide all such new or upgraded versions to any user through electronic delivery or automatic updates/upgrades of Edocx Applications then in use.

A User's use of Edocx is on the condition that they consent to such automatic upgrades/updates and that these Terms and Conditions will apply to all such updates and upgrades.

## Open Source Code

The Edocx Application may be provided with certain independent code ("Open Source Code") that is provided under open source licences. In such event the Open Source Code will be deemed to be licensed under the relevant open source licences. In the event that any of the Terms and Conditions of these Terms of Service are in conflict with any open source licences, the Terms and Conditions of the Open Source Code will prevail.

## Data Location

You have the option to select the location/jurisdiction in which you wish to have your data stored at the time you apply for your Edocx Subscription. You will be shown the jurisdiction (and at your option, the area) in which the Edocx Data Centre is located. If you wish to have data stored in another Edocx location you must open another Edocx Subscription with a different jurisdiction or location selected.

Edocx will store your data at the nominated location, and will also have the backup data storage located in the same country/jurisdiction.

You should be aware that if you send, transmit or grant access of any Edocx Services, Application or stored data to a person or entity outside the selected jurisdiction, then it is possible that such service, application or data may then be stored and/or made available in another jurisdiction.

The term User Data has the same meaning as that term in the Privacy Policy:

*"User Data" means the information about or relating to any user, the use of the Edocx Services by a User, the content of all documents and media in any form or format, all information, data, code, files or folders that may be accessed, stored, sent, received, edited, synchronised, shared, or in any way managed, by or through the Edocx Services.*



## Data Availability

All files stored by or with the Edocx Services will be available to a User for as long as User Account is active. A User Account will be active if the User Subscription is current, and not whether the User has accessed or used any Edocx Service within a specific time. A User can have periods of inactivity and still maintain a current Edocx account.

Edocx will advise the User their Account is no longer active and give 14 days from such notice to for the User to reactivate their Account by paying the subscription or, within that time, to retrieve or remove its files/data from Edocx.

An Account will automatically terminate in the event of non-currency due to non-payment of the subscription for more than 14 days.

After 14 days Edocx has the right to delete a User's data from its primary data storage and to schedule deletion from the backup data storage in the course of its normal rotation/retention practices.

In the event that an Account has become inactive, Edocx will advise a User that their account is no longer active and give the User fourteen (14) days from such notice, in which time the User is able to retrieve or remove all its files/data from Edocx. After 14 days, Edocx has the right to delete the User data from its primary data storage, and to schedule deletion from the backup data storage in the course of its normal rotation/retention practices.

A User may also request Edocx to copy its data to a storage device (to be selected by Edocx) and to be delivered to your nominated address for delivery. Delivery will be by courier and will be deemed to have been effected by the courier company attempting delivery (in accordance with their then standard terms of service) at your nominated address. The applicable fees and the terms upon which such a service is provided by Edocx are available on request.

While Edocx will use reasonable efforts to undertake this service it is not responsible if any, or all, data cannot be retrieved, has already been deleted, is corrupted or for any other reason, is unavailable. Edocx is also not responsible for any failure for any reason of any storage device or for any or delay the part of any agent or third party (including any courier) to properly complete the delivery of any User Data.



## Data Ownership

Storage of “User Data” through any Edocx Service does not vest or imply any interest or ownership of such User Data in Edocx. Ownership of User Data will be independent of, and not related to, or in any way implied, by use of any Edocx Application or Edocx Service. Edocx has the right, and by use of the Edocx Services, a User expressly grants Edocx (and to any third party supplying services to Edocx in relation to any Edocx Application or Edocx Service) the right and licence, only for the purposes of providing the Edocx Services and undertaking the services requested by the User through the Edocx Application, to use, copy, deliver, make available share or in any way deal with User Data on behalf of the User.

Edocx is not in any way obligated to make inquiries into the ownership of any User Data and is entitled to rely on the users representation made by its use of the Edocx Services that it owns or has full entitlement, right, consent, licence or permission to the User Data in the manner consistent with the Edocx Services and to permit Edocx to use the User Data in providing the Edocx Services.

## Deceased Accounts

In the event that an Edocx account remains active, but Edocx is advised that the account holder is deceased, the ownership of the Data will vest to the successor in title to that class of asset according to the Laws of the Jurisdiction in which the Data is stored. It will be the obligation of any claimant to satisfy Edocx of any claim of ownership, including providing an opinion from an authority satisfactory to Edocx. All such actions will be at the cost of the Claimant.

## Data Retention

Edocx will retain your User Data for each of the Edocx Services as follows:

1. Edocx (Free version) - files and documents delivered by the Edocx Service will be stored as required to effect delivery and/or retained pending delivery in compliance with the service terms. After delivery, in accordance with the service terms, all files, messages and all other ancillary material will be deleted.

Personal Information will be retained as long as the User Account has not been terminated or cancelled in accordance with the provisions of these Terms and Conditions.

2. Edocx<sup>plus</sup>, Edocx<sup>pro</sup> and Edocx<sup>business</sup> – all User Data uploaded and stored by the relevant Edocx Service will be retained as long as the User Account remains current.

Files may be deleted by the User, or upon termination or cancellation. Edocx will in the usual course of business delete all stored data at their primary Data Centre within 60 days of such termination or cancellation.



All data backed up in a redundant or secondary site will exist after deletion, but should be deleted in the course of the standard Edocx backup routine. This provides for rotation of redundant or backed up data over a 90 day timeline. In usual circumstances, backup data will be deleted during the 90 day rotation period.

Edocx has no obligation to ensure that any data is deleted or otherwise removed from its servers (primary or redundant) within any particular period and is not responsible if such data is or is not deleted within the stated periods.

Edocx will not delete any files or data that you have in common with other users.

On termination of any of the above accounts the account will be converted to an active free account until such time as such free account is terminated or cancelled.

3. Edocx will retain a User's personal information:
  - a. for as long as their account is active, or as needed to provide services to the User,
  - b. when it is necessary to comply with our legal obligations, resolve disputes, and,
  - c. to enforce our agreements.

Other than this, Edocx will use reasonable efforts to delete a User's information promptly upon request.

## Security

The security of your personal information is important to us. Edocx enforces a high level of physical and electronic security to protect Users' information and personal details.

Edocx User Data is transmitted over a secure channel using 256-bit SSL (Secure Sockets Layer) encryption to ensure that User Data cannot be accessed.

Edocx servers are located in high security Data Centers, protected by physical security, electronic surveillance and biometric security measures. Access is controlled and is under strict CCTV surveillance.

Edocx ensures that any access to the system is logged and is reviewable and auditable. This provides assurance that no access, even by high level system administrators, will go undetected, and will have full details logged.

Edocx monitors developments in security and encryption technologies, and continually reviews and updates its processes and procedures in line with industry standards.

## Your Account and User details

Edocx<sup>Business</sup> and Edocx<sup>Enterprise</sup> subscribers and Edocx Partners will have access to a management portal (<https://my.edocx.com.au>) to control and set permissions and role-based sharing. Details of a Users' accounts, their users and customers may be available through that portal. Access to this area is password



protected and strictly secured. Users should ensure that their password meets the requirements for strong passwords, is kept secure, not passed to third parties and is regularly changed. These steps are good practice in protecting User information.

Edocx does not sell or pass any personal information to third parties, but a User should be aware that by using a Third Party application to access our services, a User may share or disclose its information with that Third Party application.

Edocx allows controlled access and sharing of information with Third Parties, but a User should be aware of how and to whom such rights have been given. By granting such access, a User may be making some of its information public, which in turn may be broadly and quickly disseminated.

### Service Providers, Third Party Providers

Edocx may, from time to time, use certain trusted Third Parties to provide services to support Edocx - including, but not limited to, data storage, maintenance services, database management, web analytics, payment processing, and improvement of Edocx features.

These third parties may have access to such information only as is necessary for purposes of performing their contracted services on our behalf and under obligations similar to those in the Privacy Policy – located at <https://edocx.com.au/terms>

### Third-Party Applications

If a User chooses to access Edocx Services through a Third Party application, then personal information may be shared with that Third Party. Edocx is not responsible for what those parties do with such information. Users should make sure they trust the application and that it has an acceptable Privacy Policy.

### Business Transfers

If Edocx is undergoing a merger, acquisition, or sale of all or a portion of its assets, User information may need to be transferred as part of that transaction. If this is the case, Edocx will provide notice (via email and/or a prominent notice on our website) of any change in potential change of control or ownership, and the possibility of a different Privacy Policy.

A user will be advised of the options available to them in these circumstances – which may include removing personal information.



## Non-Private or Non-Personal Information

We may disclose non-private, aggregated, or otherwise non-personal information, such as usage statistics of Edocx.

## Reseller

Edocx may appoint other organisations to act as Affiliates or Resellers for the Edocx Applications and Edocx Services. In such instances, Edocx, other than as advised through publication on <https://edocx.com.au>, or expressly advised to the User, will be responsible for the payment of any fees and commissions due to any Affiliate or Reseller and will correspondingly be entitled to any payments, credits or commissions to be made by the Affiliates or Resellers.

Edocx will not be responsible for any representations, undertaking or warranties made by any Affiliate or Reseller, other than if such representation, undertaking or warranty is expressly authorised in writing by Edocx, or is consistent with the statements or representations made by Edocx, in relation to any Edocx Service or Application on <https://edocx.com.au>.

## Modification

Edocx reserves the right, at its sole discretion, to modify, discontinue or terminate the Edocx Services, or to modify these Terms and Conditions at any time, and without prior notice, by posting the modification on <https://edocx.com.au>, or within the Edocx Application, or otherwise providing the User with notice of the modification and will amend the “Modified” date at the top of these Terms and Conditions.

Through continuing to access and/or use the Edocx Services after we have posted a modification to these Terms and Conditions, or have provided a notice of a modification, a User is deemed to agree to be bound by the modified Terms and Conditions. If the modified Terms and Conditions are not acceptable, the recourse is to cease using the Edocx Services and, if applicable, cancel the relevant User Account.

## Scheduled Maintenance

Edocx will use reasonable efforts to perform all scheduled maintenance during its pre-scheduled maintenance windows. Currently, the maintenance window is between 9am to 6pm Sunday, Australian Eastern Standard Time (AEST).

Urgent or non-scheduled maintenance will be undertaken as required; Edocx will, however, use reasonable efforts to ensure that the Edocx Services remain available to Users.



## Indemnity

The User will indemnify Edocx, its officers, directors, affiliates, employees and agents, from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of, or in any way connected with, its access to or use of the Edocx Services, and any Edocx Application including any improper use by the User or any agent or person using the Users credentials or accessing (lawfully or otherwise) the Users' Edocx Services, and including the breach by any such party of these Terms and Conditions including, without limitation, Third Party claims that any User Data provided by a User infringes or misappropriates the intellectual property rights, privacy rights, publicity rights, or moral rights of a Third Party.

## Limitation of Liability

To the extent allowed by law Edocx is not liable, whether under claim for breach of contract, warranty, tort or negligence, for any special, punitive, incidental or consequential damages, loss of profits or damage to equipment and loss of data caused or arising out of these Terms and Conditions, the provision or use of any Edocx Application or the use, or interruption to or failure to provide any Edocx Service, any use, storage, delivery or disclosure of any User Data or file.

The liability of Edocx to any User or Third Party in respect of any claim arising out of, or in any way connected with the provision by Edocx and/or the use by a User of any Edocx Application or Edocx Service is limited to the lesser of:

1. one hundred Australian Dollars (\$100.00), or,
2. the aggregate of the fees paid for the provision of Edocx Services by the User in the previous 12 months prior to the event leading to any such claim.



## Notices

The User agrees to the use of electronic means:

1. to complete these Terms and Conditions by publishing the latest “version” on <https://edocx.com.au>, and,
2. to deliver any notices or other communications permitted or required under these Terms and Conditions, and,
3. to store information related to these Terms and Conditions or the Users use of the Edocx Application and Edocx Services.

Any notices or other communications permitted or required to be given by any party shall be delivered by Edocx.

The receipt of delivery shall be deemed to be acknowledgement of receipt of such communication or notice.

## Contacting Us

If you have any questions about this Privacy Policy, please contact us at:

**Edocx**

[edocx.com.au](https://edocx.com.au)

Level 17, 344 Queen Street, Brisbane QLD 4000

1300 679 886

[info@edocx.com.au](mailto:info@edocx.com.au)

## General

Edocx may assign all or any of its rights and entitlements granted under these Terms and Conditions.

Nothing in these Terms and Conditions shall constitute a partnership or joint venture between a User and Edocx.

In the event that any provision of these Terms and Conditions is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect and may be enforced by the Party so entitled.

The failure of Edocx to enforce any right or provision of these will not be deemed a waiver of any of its rights or entitlements.

All headings and captions are for convenience only and are not to be used in the interpretation of these Terms and Conditions.