

## **‘Locomote Travel Management Platform’ Terms of Use**

### **1. INTRODUCTION**

- 1.1 This agreement is made between you and Locomote Technologies Trading Pty Ltd (ACN 160 815 430) of 42 Barkly Street, St. Kilda, Victoria, 3182 (**Locomote, us or we**).
- 1.2 This agreement governs and regulates your access to, and use of, the Services you have elected to purchase that includes, but is not limited to, you downloading, accessing and using Locomote (and third party) software for licensed purposes.
- 1.3 Upon you accepting the terms and conditions of this agreement, Locomote will create a unique account (**Your Account**) via locomotetmp.com for your use during the term of this agreement. Your Account will be operated by a username and password (**Your Password**) which password you may change online at your convenience.
- 1.4 At any time during the Subscription Term you may request an upgrade to the Service by contacting us at [contact@locomote.com](mailto:contact@locomote.com) or an alternate email address advised by us for this purpose.

### **2. SETUP SERVICES**

- 2.1 Locomote will provide the Setup Services to you as soon as reasonably practicable after the Commencement Date (or at such later date as the parties may agree in writing).
- 2.2 You:
- (a) acknowledge that the provision of the Setup Services will require you to provide Locomote with certain information and access to your systems, data and personnel.
  - (b) agree to promptly provide Locomote with all such information and access at Locomote’s request.

### **3. USER SUBSCRIPTIONS**

- 3.1 Subject to the terms and conditions set out in this agreement, you are granted a non-exclusive, personal, non-transferable and non-sub-licensable licence to permit the Authorised Users to access and use the Services and Documentation during the Subscription Term solely for internal business purposes. You shall not acquire or be entitled to any rights other than those rights expressly set out in this agreement.
- 3.2 In relation to the Authorised Users, you undertake that:
- (a) you will not allow any User Subscription to be used by more than one individual Authorised User;
  - (b) each Authorised User shall keep a secure non-transferable username and password for his/her use of the Services and Documentation, and we recommend that such

password be changed no less frequently than monthly and you shall ensure that each Authorised User shall keep his/her password confidential;

- (c) you will permit Locomote to audit the Services, including in order to verify the name, username and password of each Authorised User;
- (d) if any of the audits referred to in clause 3.2(c) reveal that any password has been provided to any individual who is not an Authorised User, then, without prejudice to Locomote's other rights, you will promptly disable such usernames and passwords and Locomote shall not issue any new usernames and passwords to any such individual;
- (e) you will not impersonate another client or Authorised User or provide false identity information to gain access to or use the Services.

3.3 You acknowledge and agree that, subject to any applicable written agreement between you and the Authorised User, or any other applicable laws:

- (a) you determine who is an Authorised User and what level of user role access to the relevant organisation and Service that Authorised User has;
- (b) you are responsible for all Authorised Users' use of the Service;
- (c) you control each Authorised User's level of access to the relevant organisation, User Subscription and Service at all times and can revoke or change an Authorised User's access, or level of access, at any time and for any reason, in which case that person or entity will cease to be an Authorised User or shall have that different level of access, as the case may be;
- (d) if there is any dispute between you and an Authorised User regarding access to any Service, you shall decide what access or level of access the Service that Authorised User shall have, if any.

#### **4. YOUR OBLIGATIONS**

4.1 When setting up Your Account you must provide us information that is true, accurate and not misleading or deceptive. If any of the information you have provided to us changes, you must notify us at [contact@locomote.com](mailto:contact@locomote.com), or an alternate email address advised by us for this purpose, as soon as practicable.

4.2 During the Subscription Term, you must:

- (a) pay your own connectivity costs in order to connect to the Service;
- (b) at your own cost provide your own means to connect to, and access, the Service and maintain computer operating systems that comply with Locomote's specifications and guidelines communicated to you from time to time;
- (c) not permit Your Password to be used by any person not authorised to operate Your Account. In the event that Your Password has been (or you believe may have been) compromised you must immediately notify Locomote;

- (d) provide Locomote with all necessary co-operation in relation to this agreement and all necessary access to such information as may be required by Locomote, in order to provide the Services, including, but not limited to, Your Data;
- (e) comply with all applicable laws, regulations and industry standards with respect to your activities and obligations under this agreement;
- (f) comply with all reasonable directions and guidelines of Locomote as advised from time to time, including, without limitation, the Locomote Platform Usage Guidelines;
- (g) carry out all of your responsibilities set out in this agreement in a timely and efficient manner;
- (h) ensure that the Authorised Users use the Services and the Documentation strictly in accordance with the terms and conditions of this agreement and you shall be responsible for any Authorised User's breach of this agreement (as if it was your breach);
- (i) ensure that your network and systems comply with the relevant specifications and guidelines provided by Locomote from time to time;
- (j) be solely responsible for procuring and maintaining your network and hosting connections and telecommunications links from your systems or equipment to Locomote's data centres, and for all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to, directly or indirectly, your network and hosting connections or telecommunications links, or otherwise caused by the internet or an internet service provider;
- (k) defend, indemnify and hold Locomote and its Personnel harmless from and against any and all actions, claims, proceedings, demands, liabilities, losses, damages, expenses and costs (including legal costs on a full indemnity basis) that may be brought against Locomote or which Locomote may pay, sustain or incur as a direct or indirect result of or arising out of any:
  - (i) breach or non-performance by you or Authorised Users of any its obligations under this agreement;
  - (ii) negligent, wilful or wrongful act or omission of, you or Authorised Users;
  - (iii) loss of or damage to any property belonging to you, Authorised Users or any third party or any personal injury or death arising out of or in connection with this Agreement; or
  - (iv) breach of any third party's Intellectual Property;
  - (v) breach by you or Authorised Users of any of its obligations in respect of Confidential Information under this agreement; or
  - (vi) actual or alleged breach by you or Authorised Users of any laws or the Australia Privacy Principles as set out in the Privacy Act 1988 (Cth).

## 5. RESTRICTIONS

5.1 You shall not access, store, distribute or transmit any viruses, worm, trojan or other malicious code, or any material during the course of your use of the Services that:

- (a) is unlawful, unethical, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive or a contravention of the rights of any third party;
- (b) facilitates illegal activity;
- (c) abuses the Service or causes damage or injury to any person or property;
- (d) corrupts, degrades or disrupts the operation of the Locomote Platform.

5.2 You must not:

- (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit or distribute all or any portion of the Locomote Platform and/or Documentation (as applicable) in any form or media or by any means;
- (b) violate Locomote's Intellectual Property rights;
- (c) copy, modify or use the Locomote Platform, or any third party software that you may access or use through the Service, in any way not expressly permitted by this agreement. For the avoidance of any doubt you shall not be entitled to access or use any software source codes;
- (d) modify, alter, adapt, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Locomote Platform in any way or otherwise learn the source code or algorithms underlying the Locomote Platform (or attempt to do any of the foregoing);
- (e) access all or any part of the Services in order to build a product, service or code which competes with the Services or Locomote Platform;
- (f) use the Services and/or Documentation to provide services to third parties;
- (g) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users;
- (h) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as expressly provided under this agreement;
- (i) alter, remove, obscure or interfere with any notices relating to Intellectual Property rights (including copyright, acknowledgment, attribution, trade mark, warning, disclaimer statement, rights management information or serial numbers) appearing in, or on, or affixed to, the Locomote Platform, the Documentation or any other literature relating to the Locomote Platform (including, without limitation, Locomote's trade mark);

- (j) bundle, package or otherwise distribute the Locomote Platform with, or as part of, any other product or collection of products without the prior written approval of Locomote;
- (k) engage in illegal behaviour, including unauthorized access to or use of data, services, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network; interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks; use of an Internet account or computer without the owner's authorization; collecting information by deceit, including, but not limited to Internet scamming, password robbery, phishing, security hole scanning, and port scanning; and any activity or conduct that is in breach of any applicable laws, codes or regulations including data protection.

5.3 You acknowledge and agree that, to the extent permitted by law, Locomote makes no representations, warranties or guarantees in relation to the availability, continuity, reliability, accuracy, currency or security of the Locomote Platform (or any services provided in connection with the Locomote Platform). Locomote will not be liable if the Locomote Platform (or any services provided in connection with the Locomote Platform) are unavailable for any reason, including directly or indirectly as a result of:

- (a) telecommunications unavailability, interruption, delay, bottleneck, failure or fault.
- (b) the failure, fault or unavailability of any of your equipment, hardware and software, and all telecommunications devices and services (including but not limited to, servers, routers, switches and firewalls) required by you to access and use the Services;
- (c) negligent, malicious or wilful acts or omissions of third parties (including Locomote's third party service providers);
- (d) maintenance or repairs carried out by Locomote or any third party service provider in respect of any of the systems used in connection with the provision of the Locomote Platform;
- (e) services provided by third parties (including internet service providers) ceasing or becoming unavailable;
- (f) Force Majeure Events.

## **6. LOCOMOTE'S OBLIGATIONS**

6.1 During the Subscription Term, Locomote undertakes to provide you the Services substantially in accordance with the Documentation.

6.2 The undertaking in clause 6.1 shall not apply in the event of:

- (a) any non-conformance which is caused, or contributed, by use of the Services contrary to Locomote's instructions;

- (b) modification or alteration of the Services by any party other than Locomote or Locomote's duly authorised contractors or agents;
- (c) the unsuitability or malfunction of the computer hardware or computer software in conjunction with which the Services are used;
- (d) Force Majeure Events;
- (e) the unsuitability or malfunction of the Services when used in conjunction with any software, platforms, applications and tools supplied by a third party provider.

6.3 In the event Locomote fails to provide the Services in accordance with clause 6.1, Locomote will, at its expense, use all reasonable endeavours to correct any such non-conformance, or provide you with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes your sole and exclusive remedy for any breach of the undertaking in clause 6.1. Notwithstanding the foregoing and subject to any requirements at law, Locomote:

- (a) does not warrant that your use of the Services will be uninterrupted, virus-free or error-free; nor that the Services, Documentation and/or the information obtained by you through the Services will meet your requirements.
- (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the Internet, and you acknowledge that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities or networks.

6.4 Locomote reserves the right, at its absolute discretion, to charge you, at Locomote's standard rates at the time, for any changes or modifications to the Services customised for your needs or requirements.

6.5 Locomote shall use reasonable endeavours to make the Services available 24 hours a day, 7 days a week, except for:

- (a) planned maintenance.
- (b) unscheduled maintenance performed outside Normal Business Hours, provided that Locomote has used reasonable endeavours to give notice in advance.

6.6 You are solely responsible for obtaining and maintaining all equipment, hardware and software, and all telecommunications devices and services, required by you to access and use the Services, including access to an account for the provision of internet services with an internet service provider in Australia.

6.7 This agreement shall not prevent Locomote from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this agreement.

**7. YOUR DATA**

- 7.1 When you establish Your Account and use the Service you will be required to provide data to Locomote (**Your Data**). You will retain ownership of Your Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of Your Data.
- 7.2 You grant to Locomote a non-exclusive licence to use Your Data to enable Locomote to perform its obligations under this agreement.
- 7.3 Locomote shall follow its archiving procedures for Your Data in accordance with its standard Back-Up Policy from time to time. In the event of any loss or damage to Your Data, your sole and exclusive remedy shall be for Locomote to use reasonable endeavours to restore Your Data, that is lost or damaged, from the latest back-up of Your Data maintained by Locomote in accordance with the archiving procedure referred to in this clause. Locomote shall not be responsible for any loss, destruction, alteration, damage, corruption or disclosure of Your Data caused by an act or omission of you or any third party.
- 7.4 You authorise Locomote to:
- (a) use Your Data to perform (and improve the performance of) the Services, and in the course of performing the Service to use Your Data (and all Intellectual Property contained therein);
  - (b) use Your Data to inform you of other products or services that Locomote may offer from time to time or in relation to Third Party Products;
  - (c) share Your Data with a related entity, affiliate or other third parties (with whom Locomote may contract or be affiliated with from time to time) for the purposes of performing or improving the Service.

**8. THIRD PARTY PROVIDERS**

- 8.1 You acknowledge that the Services may enable or assist you to use or access Third Party Products and that you do so solely at your own risk.
- 8.2 Locomote makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of any such Third Party Products, or any transactions completed, and any contract entered into by you, with the owner, licensor or operator of such Third Party Products.
- 8.3 Locomote recommends that you refer to the third party's terms and conditions and privacy policy prior to using the relevant Third Party Products.
- 8.4 Locomote does not endorse, sponsor or approve any Third Party Products or services made available via the Services. It is your sole responsibility to determine that specific products or services, introduced or used by you, or by an Authorised User, meets the needs of your business and/or are suitable for the purposes for which they are used.

- 8.5 Any rights you may have to access Third Party Products shall be limited to:
- (a) the extent of Locomote's ability to pass on such rights to you; or
  - (b) the relevant third party licensor terms (including, without any limitation, in relation to fees imposed on you by such third parties).

## **9. PROPRIETARY RIGHTS**

- 9.1 You acknowledge and agree that Locomote and/or its licensors own all Intellectual Property in the Services, the Locomote Platform and the Documentation (and anything arising or generated therefrom). Except as expressly stated herein, this agreement does not grant you (or anyone else) any rights to, or in, Intellectual Property, or any other rights or licences, in respect of the Services, the Locomote Platform or the Documentation, whether existing now or at any time in the future.
- 9.2 You hereby grant Locomote permission to use and publish your name, logo and trade mark, together with reference(s) to the fact that you are a customer of Locomote, in any medium whatsoever, including, without limitation, on Locomote's website or Locomote's marketing collateral.

## **10. LIABILITY**

- 10.1 To the extent that you acquire goods or services from Locomote as a consumer within the meaning of the Australian Consumer Law, you may have certain rights and remedies (including, without limitation, consumer guarantee rights) that cannot be excluded, restricted or modified by agreement.
- 10.2 Nothing in this clause 11 operates to exclude, restrict or modify the application of any condition, warranty or provision implied by law, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law or any other statute where to do so would:
- (a) contravene that statute; or
  - (b) cause any term of this agreement to be void,

**(Non-excludable Obligation).**

- 10.3 Except in relation to Non-excludable Obligations:
- (a) all conditions, warranties, guarantees, rights, remedies, liabilities or other terms that may be implied or imposed by custom, under the general law or by statute are expressly excluded under this agreement.
  - (b) Locomote's liability to you arising directly or indirectly under or in any way connected with this agreement or the performance or non-performance of this agreement (and whether arising under any statute, in tort (for negligence or otherwise), or on any other basis in law or equity), is limited as follows:
    - (i) Locomote excludes all liability for loss of revenue, loss of goodwill, loss of customers, loss of capital, downtime costs, loss of profit, loss of or damage



to reputation, loss under or in relation to any other contract, loss of or corruption of data, loss of use of data, loss of anticipated savings or benefits.

- (ii) Locomote excludes all liability for any indirect, consequential or special loss, damage, cost or expense or other claims for consequential compensation, incurred by or awarded against you in relation to the Services or the Locomote Platform or under or in any way connected with this agreement.
- (iii) Locomote's total aggregate liability in respect of the Services and the Locomote Platform, or under or in any way connected with this agreement, is otherwise limited to the amounts paid by you under or related this agreement in the 6 months immediately preceding the date on which the claim giving rise to such liability arose.

10.4 Except as expressly and specifically provided in this agreement:

- (a) you assume sole responsibility for results obtained from the use of the Services and the Documentation by you, and for conclusions drawn from such use. Locomote shall have no liability for any damage caused by errors or omissions in any information or instructions provided to Locomote by you in connection with the Services, or any actions taken by Locomote at your direction.
- (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement.
- (c) the Services and the Documentation are provided to you on an 'as is' basis.

## **11. TERM AND TERMINATION**

11.1 This agreement shall commence on the Commencement Date and, unless otherwise terminated as provided in this clause 11, shall continue for the Subscription Term, unless terminated in accordance with the provisions of this agreement;

11.2 Locomote may terminate this agreement:

- (a) at any time at its sole discretion upon 120 calendar days' notice. Upon termination you shall have no claim whatsoever against Locomote.
- (b) if you have breached this agreement. For contraventions that Locomote considers to be serious or persistent Locomote may immediately terminate the agreement. For all other contraventions Locomote shall provide you with 14 days to remedy the breach (failing which Locomote has the right to terminate immediately on notice to you).
- (c) if you are placed into receivership, official management, liquidation, bankruptcy, you enter into any arrangement with your creditors, you claim to be or likely to become insolvent or you cease or threaten to cease to trade (or any analogous event).

11.3 Upon termination of this agreement for any reason:

- (a) should you want Locomote to transfer Your Data to a third party you must pay Locomote a transfer fee (according to Locomote' standard rates at the time).
- (b) all licences and rights of access granted under this agreement shall immediately terminate.
- (c) you must pay within 14 days any outstanding Fees and any other amounts that may be due to Locomote under this Agreement.
- (d) Locomote may destroy or otherwise dispose of any of Your Data in its possession unless Locomote receives, no later than 10 days after the effective date of the termination of this agreement, a written request for the delivery to you of the then most recent back-up of Your Data. Locomote shall use reasonable commercial endeavours to deliver the back-up to you within 30 days of its receipt of such a written request, provided that you have, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). You shall pay all reasonable expenses incurred by Locomote in returning or disposing of Your Data.

## 12. ADDITIONAL SERVICES

- 12.1 Subject to compliance by the parties with the process set out in clause 12.2, Locomote will provide the Additional Services to you in accordance with the terms of this agreement.
- 12.2 You may, at any time during the Subscription Term, request Locomote to provide Additional Services in relation to the Locomote Platform by giving Locomote a written proposal to that effect (**Additional Service Proposal**).
- 12.3 Locomote will consider any requests for Additional Services within 30 days of such request and will notify you within a reasonable period whether Locomote:
  - (a) agrees to provide the additional services as set out in the Additional Service Proposal;
  - (b) does not agree to provide the additional services; or
  - (c) does not agree to provide the additional services as set out in the Additional Service Proposal, but offers to provide some of those services and/or similar services,
 and, in the case of clauses 12.3(a) and (c), the applicable fees for those services.
- 12.4 The parties agree that they may continue to exchange drafts of the Additional Service Proposal until such time as each of them agree in writing on a final version.
- 12.5 An Additional Service Proposal will not be binding on either party (and, to avoid doubt, Locomote will be under no obligation to provide the relevant additional services) unless the Additional Service Proposal has been signed by duly authorised representatives of both parties.

## 13. CONFIDENTIALITY AND PRIVACY

- 13.1 A Receiving Party:

- (a) may use Confidential Information of the Disclosing Party only for the purposes of this agreement.
- (b) must keep confidential all Confidential Information of the Disclosing Party except:
  - (i) for disclosures permitted under this clause 13; and
  - (ii) to the extent (if any) the Receiving Party is required to disclose any Confidential Information by law or in accordance with the rules of an applicable stock exchange.

13.2 A Receiving Party may disclose Confidential Information of the Disclosing Party to persons who:

- (a) have a need to know for the purposes of this agreement (and only to the extent that each has a need to know); and
- (b) before disclosure:
  - (i) in the case of the Receiving Party's officers and employees, have been directed by the Receiving Party to keep confidential all Confidential Information of the Disclosing Party; and
  - (ii) in the case of other persons, have agreed in writing with the Receiving Party to comply with substantially the same obligations in respect of Confidential Information of the Disclosing Party as those imposed on the Receiving Party under this agreement,

(each a **Direction**).

13.3 A Receiving Party must:

- (a) ensure that each person to whom it discloses Confidential Information of the Disclosing Party under clause 13.2(b) complies with its Direction; and
- (b) notify the Disclosing Party of, and take all steps to prevent or stop, any suspected or actual breach of a Direction.

13.4 If a Receiving Party is required by law to disclose any Confidential Information of a Disclosing Party to a third person (including government) the Receiving Party must:

- (a) before doing so:
  - (i) notify the Disclosing Party; and
  - (ii) give the Disclosing Party a reasonable opportunity to take any steps that the Disclosing Party considers necessary to protect the confidentiality of that information; and
  - (iii) notify the third person that the information is confidential to the Disclosing Party.

13.5 Each party agrees that, to the extent that they come into possession of any Personal Information in the course of exercising their rights or performing their obligations under this agreement, they will comply with the provisions of the Privacy Act 1988 (Cth).

- 13.6 Each party acknowledges that damages may be an insufficient remedy for a breach, or suspected breach by the Receiving Party of its obligations under this clause 13, and agrees that the Disclosing Party may seek such equitable relief (including injunctive relief) as is necessary to remedy or prevent such breach without having to prove or establish any special damage arising from such breach or suspected breach.

#### **14. FORCE MAJEURE**

Locomote shall have no liability to you under this agreement if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes, failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of hosting or data centre providers or other suppliers or sub-contractors.

#### **15. GENERAL**

- 15.1 A waiver of any right under this agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.
- 15.2 If any provision (or part of a provision) of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 15.3 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
- 15.4 This agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.
- 15.5 You shall not, without the prior written consent of Locomote, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement. Locomote may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.
- 15.6 Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way. You acknowledge that either Locomote, nor the Locomote Travel Management Platform, is your travel agent. You acknowledge that the Locomote Travel Management Platform is merely a conduit or platform for you to access travel workflow tools and your use of the Services does not constitute the receipt of advice or services from a travel agent.

- 15.7 The laws of the State of Victoria, Australia govern this agreement. You agree to submit to the exclusive jurisdiction of the Courts of Victoria.

## 16. DEFINITIONS

- 16.1 The definitions in this clause apply in this agreement.

**Additional Service Proposal** means has the same meaning given in clause 12.2.

**Additional Services** means services outside the then current scope of the services provided by Locomote under this agreement that you request Locomote to provide, and that Locomote agrees to provide, as set out in an Additional Service Proposal agreed by the parties in accordance with clause 12.2.

**Authorised Users** means those of your employees, agents and independent contractors who are authorised by you to use the Services and the Documentation pursuant to this agreement.

**Business Day** means any day which is not a Saturday, Sunday or public holiday in Victoria.

**Commencement Date** means the date that you first subscribed to the Service.

**Confidential Information** means in the case of a Disclosing Party:

- (a) the following information, regardless of its form and whether the Receiving Party becomes aware of it before or after the date of this agreement:
  - (i) information that is by its nature confidential.
  - (ii) information that is designated by the Disclosing Party as confidential.
  - (iii) information the Receiving Party knows, or ought to know, is confidential.
- (b) all notes and other records prepared by the Receiving Party based on or incorporating information referred to in paragraph (a) above.
- (c) all copies of the information, notes and other records referred to in paragraphs (a) and (b) above.
- (d) the Locomote Travel Management Platform (including any data stored in the Locomote Platform) (in the case of Locomote).

but in all cases excludes information that:

- (e) the Receiving Party creates (whether alone or jointly with any third person) independently of the Disclosing Party.
- (f) is public knowledge (otherwise than as a result of a breach of confidentiality by the Receiving Party or any of its permitted disclosees).

**Disclosing Party** means a party to this agreement who discloses or makes available Confidential Information to the Receiving Party.

**Documentation** means the document made available to you by Locomote online via locomote.com, or such other web address notified by Locomote to you from time to time, which sets out a description of the Services and the user instructions for the Services (including but not limited to manuals, setup instructions, release notes, and operating instructions).

**Force Majeure Event** means has the same meaning given in clause 14.

**Normal Business Hours** means 9.00 am to 5.00 pm local time in Victoria, each Business Day.

**Intellectual Property** means designs, copyright, trade marks, patents, operations, software or systems, trade names and domain names, rights in goodwill, rights in confidential information or other intellectual property rights, whether under statute, common law, equity, custom or usage, and whether registered or unregistered and including all applications for, and renewals or extensions of, such rights and all similar rights which subsist or will subsist now or in future in any part of the world.

**Locomote Travel Management Platform** means the 'Locomote Travel Management Platform', being a travel management platform, or conduit, providing Authorised Users with the facility to deal with their procurement needs relating to custom application development and travel authorisation needs, and includes associated software, technology and code, and all Intellectual Property contained therein, provided by Locomote as part of the Services.

**Personal Information** means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in material form or not, about a natural person whose identity is apparent, or can be reasonably ascertained, from the information or opinion.

**Personnel** means any agent, consultant, contractor, employee, officer, person or sub-contractor.

**Receiving Party** means a party to this agreement who obtains Confidential Information of the other party to this agreement.

**related entity** means has the same meaning given in the Corporations Act (Cth) 2001.

**Setup Services** means the setup services, as set out in [locomote.com/pricing](http://locomote.com/pricing).

**Services** means the subscription services provided by Locomote to you under this agreement, via [locomotetmp.com](http://locomotetmp.com), or any other website notified to you by Locomote from time to time, as more particularly described in the Documentation, which subscription relates to the downloading, accessing and/or using of the 'Locomote Travel Management Platform'.

**Subscription Term** means perpetual, unless terminated in accordance with the terms herein.

**Third Party Products** means products or services (including content, software and ticketing services) (including all Intellectual Property contained therein) that:

- (g) are provided by third parties (including, for example, travel agent or ticketing services provided by a third party travel agent or independent ticketing operator);
- (h) interoperate with the Services or Locomote Travel Management Platform;
- (i) may be identified or identifiable as third party products.

**User Subscriptions** means the user subscriptions purchased by you pursuant to this agreement which entitle Authorised Users to access and use the Services and the Documentation in accordance with this agreement.

**Your Account** means has the same meaning given in clause 1.3.

**Your Data** means has the same meaning given in clause 7.1.

- Yes, we agree to these 'Locomote Travel Management Platform' Terms of Use