

PLEASE READ THESE TERMS OF USE (“TERMS OF USE”) CAREFULLY as you agree to be bound by these Terms of Use when you download, install, access or use any mobile applications, online services and content contained therein (“MyRepublic App”), operated by or for and on behalf of MyRepublic Pty Limited ACN 603 909 815 with links to these Terms of Use in any way. If you do not agree to these Terms of Use, please discontinue your use and uninstall the MyRepublic App immediately. We may amend these Terms of Use from time to time and it is your responsibility to be aware of such changes, which will take effect when posted on our Website or MyRepublic App.

1. Definition and Interpretation

1.1. Definitions: In these Terms of Use:

Account: your account with us in respect to the provision of any Service.

MyRepublic App: any MyRepublic applications or web domains made available to you through your mobile device or web browser.

Services: any telecommunication services, service plans, products or equipment offered or provided by MyRepublic.

Website: <https://myrepublic.net/au/>

2. Your Activities and Conduct

2.1. MyRepublic App allows you to view, subscribe, purchase and manage Services associated with your MyRepublic account. The Services are governed by MyRepublic’s Standard Form of Agreement (“SFOA”) and policies on the Website. If any provisions of the SFOA or policies conflict with these Terms of Use, these Terms of Use will prevail to the extent such Terms of Use apply to the MyRepublic App.

2.2. MyRepublic App is provided to you free of charge to use in your personal and non-commercial capacity. Your failure to observe this Clause is a material breach of this Terms of Use for which we are entitled to terminate your use of the MyRepublic App.

2.3. By downloading, installing, accessing or using the MyRepublic App, you agree to:

- a. update and maintain the most current information about yourself on your Account;
- b. be solely responsible for all Account activities;
- c. keep confidential any information relating to your Account including your registration information, password and payment information;
- d. comply with all laws relating to the use of the MyRepublic App;
- e. ensure that any person you authorise to use the Services on your behalf complies with our SFOA and Policies;
- f. follow instructions issued by us for use of the MyRepublic App, and only use the MyRepublic App for the purposes for which it is provided;
- g. use the MyRepublic App with a standard mobile device approved by the relevant regulatory authority in Australia, if applicable.

- 2.4. You are responsible for all access, security and use of your login and password credentials, and online payment transactions on the MyRepublic App, regardless of who accesses and uses your Account. You must advise us immediately if you suspect or become aware of any unauthorised activities or transactions on your Account.
- 2.5. You must not use or allow any part of MyRepublic App be used:
 - a. to make, transmit, post or solicit abusive, offensive, harass, slander, defame, threaten or otherwise violate rights of our employees (including any profanity, pornographic, offensive, indecent fraudulent or illegal materials);
 - b. to transmit materials to undermine the security or integrity of MyRepublic App including introducing viruses, trojan horses, cancelbots, harmful codes, floor pings, adware, spyware, forged routing time bombs, cancelbots or any other harmful, damaging or destructive technology;
 - c. in a manner that conflicts with any law or regulatory requirements;
 - d. with a mobile device not approved by the relevant regulatory authority in Australia, if applicable;
 - e. to disclose or misuse confidential information of a third party;
 - f. to interfere or attempt to interfere with the proper working of MyRepublic App; or
 - g. to attempt to engage in, or to facilitate anyone else engaging in, the above activities.
- 2.6. You must not permit or authorise another person to use your MyRepublic App login and password for any purposes whatsoever. Any access or payment transactions in your Account utilizing your log in name and password will be treated by us as access to your Account by you, notwithstanding that your Account may have been accessed by another person.
- 2.7. MyRepublic App may automatically download and install updates from time to time. These updates are designed to improve, enhance and further develop the MyRepublic App and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates as part of your use of the MyRepublic App.
- 2.8. Access to and use of MyRepublic App may be subject to limitations, delays and other problems inherent to the Internet and electronic communications, including the device you use with the MyRepublic App. We are not responsible for any delays, delivery failures, losses or damages resulting from or in connection with such problems.
- 2.9. Except for any financial or personal, individually identifying data which we have agreed to keep confidential, any feedback, data, comments, suggestions, ideas or the like that you send to us through MyRepublic App will be treated as being non-confidential and non-proprietary.

2.10. Our decision on all matters relating to this MyRepublic App will be final and conclusive. In the absence of fraud, computer failure or manifest error, our records of all matters relating to this MyRepublic App are conclusive evidence of the accuracy, completeness and truth of all matters stated therein.

3. **Third Party Links**

MyRepublic App may contain hyperlinks to third party sites. These third party sites are beyond our control and we accept no responsibility for the content, products or services offered at any of these third party sites. By creating the link to a third party site, we do not endorse or recommend any products or services offered or information contained at those sites. You assume total responsibility and risk for your use of the MyRepublic App, any embedded hyperlinks and third party sites.

4. **Disclaimer of Warranties**

4.1. MyRepublic App is provided “as is” and “as available”. We take no responsibility for the security, confidentiality or privacy of the communications and/or data transmitted over the Internet and we do not warrant (and expressly exclude any and all express or implied warranties) that the MyRepublic App will be without failure, delay, interruption, error or loss of content, data or information or that any identified defect will be corrected or that our systems are secure. We are not liable for any loss of data related to or caused by the MyRepublic App.

4.2. We do not assume any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, product or process disclosed on the MyRepublic App.

4.3. We may also make certain content or products available for download from time to time. We do not make any assurances with regard to the accuracy of the results or output derived from such use of any content or products.

5. **Intellectual Property Rights**

All copyright and other intellectual property rights in the information, materials and content (including designs, brand names, product names, software, text, and graphics) on the MyRepublic App are and remain the property of MyRepublic or third parties. None of these materials may be copied, reproduced, hyperlinked, uploaded or downloaded without the express written permission of the owner, whether MyRepublic or a third party. MyRepublic gives no automatic permission for the use of any such information, materials or content in any way whatsoever.

6. **Your Privacy**

We may collect information when you access the MyRepublic App which includes anonymous web statistics collected as you browse the MyRepublic App, and personal information you knowingly provide us. MyRepublic App is operated in accordance with MyRepublic’s Privacy Policy and, by using the MyRepublic App, you give your consent for us to use your personal information in accordance with that Privacy Policy.

7. **Indemnity**

You agree to indemnify and hold us and each of our directors, officers, and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable legal fees arising out of or in connection with your Account, your use of MyRepublic App, or any breach of these Terms of Use or any other of our terms published on our Website.

8. **Limitation of Liability**

8.1. We shall not be liable to you for any loss of revenues, loss of profits, loss of data, loss of business or business interruption, liability, costs or damages whatsoever (whether direct, indirect or consequential) in respect of any matter howsoever arising (whether in tort, negligence or otherwise) in connection with the use of, or inability to use, the MyRepublic App.

8.2. To the extent the exclusion of liability in Clause 8.1 is not permitted by applicable law and where you are entitled to make a claim for loss, costs, liability or damages from us as a result of the use or inability to use of MyRepublic App, our liability will be limited in aggregate to A\$100.

8.3. Certain legislation may imply consumer guarantees, warranties or conditions or impose obligations upon MyRepublic which cannot be excluded, restricted or modified or cannot be excluded, restricted or modified except to a limited extent. These Terms of Use must be read subject to these statutory provisions. If these statutory provisions apply, to the extent to which we are entitled to do so, we limit our liability in respect of any claim under those provisions to the supplying of the relevant services again.

9. **Termination**

We may terminate, restrict, suspend or block your access to MyRepublic App at any time if we believe that there has occurred a breach or non-compliance of these Terms of Use or any terms published on our Website.

10. **General**

10.1. We reserve the right at our absolute discretion to discontinue and/or suspend the MyRepublic App whether in whole or in part without any liability whatsoever to you.

10.2. We reserve the right to post advertising and/or promotional content or messages on MyRepublic App.

10.3. Our failure to insist upon or enforce strict performance of any provision of these Terms of Use shall not be construed as a waiver of any provision or right.

10.4. A person (including any user) who is not a party to this Terms of Use has no right to enforce any of these Terms of Use.

10.5. These Terms of Use shall be governed by, and construed in accordance with the laws of New South Wales, Australia and you agree to submit to the exclusive jurisdiction of the New South Wales courts.