



TERMS OF USE (GUEST USERS)

ACCESS TO KINETIC IT SYSTEMS & DATA

RECITAL

- (A) These Terms of Service govern your access to use Kinetic IT's Systems, including any designated data storage areas and collaboration platforms, as a customer or authorised partner.
- (B) By accessing the Systems, you agree to be bound by these Terms which governs your access and use of the Systems.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

In these Terms, unless context states otherwise:

Authorised Areas means the specific section(s), functions, or components of the Systems you have been expressly granted access rights.

Credentials means the unique authentication details for each user for the purpose of accessing the Systems. This includes, but is not limited to, usernames, passwords, PINs, access tokens, security keys, or any other means of verifying identity or granting access to the Systems or the Data.

Data means any information, records, files, documents, content, or other material, in any form (including text, images, audio, video, software, or other digital content), that is accessed, transmitted, stored, processed, or generated through or in connection with the Systems. This includes, but is not limited to, personal information, confidential information, corporate records, transactional data, and system logs.

Devices means any electronic equipment capable of accessing or handling the Data, including but not limited to viewing, reading, retrieving, creating, modifying, copying, transmitting, executing, or deleting.

Guest User means any non-Kinetic IT personnel that has been granted access to the Systems by Kinetic IT.

Head Agreement means the overhead agreement governing the terms of engagement which defines the requirement for access to the Systems e.g. customer contracts, service agreements, etc.

Kinetic IT means Kinetic IT Pty Ltd (ABN 97 072 941 943) of Ground Floor, 30 The Esplanade, Perth in the State of Western Australia.

Permitted Purpose means the specific, authorised business activities or functions for which you have been granted access to Authorised Areas, as expressly agreed with Kinetic IT. Access and use of the Systems must be strictly limited to the Authorised Areas and those activities necessary to perform your designated role or obligations, and must not include any personal, unauthorised, or unrelated use.

Systems means any applications or infrastructure that access the Data, including but not limited to, devices, networks and the internet. This includes all test, development and production environments.

Terms of Use or **Terms** means this Terms of Use (Guest Users) and any other relevant obligations set out in the applicable Head Agreement (if any).

2. ACCEPTABLE USE

2.1 AUTHORISED ACCESS

- (a) Access to the Systems:
 - (i) is strictly restricted to Guest Users and
 - (ii) will be configured using the Credentials provided to Kinetic IT.
- (b) Credentials are personal and non-transferable.
- (c) Guest Users must:
 - (i) not share any Credentials or allow unauthorised individuals to access the Systems; and
 - (ii) maintain the confidentiality of all Credentials.

2.2 MFA COMPLIANCE

- (a) Guest Users must enable and maintain MFA:
 - (i) on all Devices used to access the Systems; and
 - (ii) for all access to Systems.
- (b) Compliance with subclause (a) is a condition of access. Failure to comply will result in access being denied.

2.3 DEVICE SECURITY

Guest Users are responsible for ensuring that Devices used to access the Systems are secure with Credentials, up-to-date antivirus software, firewalls (if applicable), and patches.

2.4 SCOPE OF ACCESS

- (a) Kinetic IT will designate the Authorised Areas for the Guest User's access.
- (b) Guest Users may only access the Authorised Areas of the Systems designated for their use.
- (c) Access to any area outside the scope of the Authorised Area is strictly prohibited without prior written authorisation from Kinetic IT.
- (d) Kinetic IT reserves the right to remove access due to a pre-defined period of inactivity.

2.5 PERMITTED PURPOSE

Guest Users may only use the Systems for the Permitted Purpose. Any other use requires prior written approval from Kinetic IT.

2.6 PROHIBITED ACTIVITIES

Guest Users must not:

- (a) attempt to access non-Authorised Areas, bypass security measures, or exploit vulnerabilities in the Systems;
- (b) share, copy, or distribute Data beyond the Guest User's scope of access without prior written permission from Kinetic IT; and
- (c) use the Systems for purposes unrelated to the Permitted Purpose.

3. DATA & PRIVACY

3.1 DATA OWNERSHIP

Unless otherwise agreed or notified in writing, all Data remains Kinetic IT's property or that of Kinetic IT's licensors.

3.2 CONFIDENTIALITY

Guest Users must treat all Data accessed through the Systems as confidential and not disclose it to third-parties



without Kinetic IT's prior written consent, except as required by law.

3.3 PRIVACY COMPLIANCE

All personal information collected, store, or process by Kinetic IT is handled in accordance with the *Privacy Act 1988* (Cth). Further details on how Kinetic IT manages personal information can be found in Kinetic IT's Privacy Policy, available on Kinetic IT website at: <https://kineticit.com.au/privacy-policy/>.

3.4 DATA SECURITY

Guest Users must ensure that any Data accessed or downloaded is stored securely and protected against unauthorised access or loss, in accordance with Kinetic IT policies and standards.

4. SECURITY & MONITORING

4.1 MONITORING

Kinetic IT may monitor the Guest User's use of the Systems, including, but not limited to login activity, data access, and communications, to ensure compliance with these Terms and maintain security.

4.2 INCIDENT REPORTING

Guest Users must immediately report any security breaches (suspected or confirmed), unauthorised access, or compromised Credentials in relation to the Systems to Kinetic IT ServiceDesk (ServiceDesk@kineticit.com.au).

4.3 COMPLIANCE

- (a) Access to the Systems is subject to compliance with Kinetic IT's security policies.
- (b) Guest Users or the organisation they represent, as the context applies will be held liable for any loss or damage arising from or connected with their failure to comply any obligations set out in this Agreement.

5. INTELLECTUAL PROPERTY

5.1 OWNERSHIP

All intellectual property in the Systems and Data, including software, interfaces, and content, belongs to Kinetic IT or its licensors, unless otherwise notified by Kinetic IT.

5.2 RESTRICTIONS

Guest Users must not copy, modify, reverse-engineer, or distribute any part of the Systems or the Data, except as expressly permitted by Kinetic IT.

5.3 GUEST USER CONTENT

Any content, such as document files, uploaded to the Systems by a Guest User:

- (a) must not infringe third-party intellectual property rights; and
- (b) the Guest User grants Kinetic IT a non-exclusive, royalty-free license to use such content for the purposes of the Terms.

6. LIMITATIONS OF LIABILITY

6.1 NO WARRANTIES

The Systems are provided;

- (a) "as is"; and
- (b) Kinetic IT does not guarantee uninterrupted access, error-free operation, or the absence of security risks.

6.2 LIMITATIONS OF LIABILITY

To the maximum extent permitted by law, Kinetic IT is not liable for any indirect, consequential, or incidental damages arising from your use of the Systems, including data loss or

breaches caused by your failure to secure Devices or Credentials.

6.3 INDEMNITY

The Guest Users agree to indemnify Kinetic IT against any losses, claims, or damages resulting from your breach of these Terms or misuse of the Systems.

7. TERMINATION

7.1 TERMINATION OF ACCESS

Kinetic IT may suspend or terminate your access at any time for:

- (a) breach of these Terms;
- (b) suspected or confirmed unauthorised or illegal activity; or
- (c) expiry or termination of the Head Agreement (if applicable).

7.2 EFFECT OF TERMINATION

Upon termination under clause **Error! Reference source not found.**, and unless otherwise instructed by Kinetic IT, the Guest Users must:

- (a) immediately cease all use of the Systems; and
- (b) delete any Data in their possession.

8. CHANGES TO TERMS

The Guest User acknowledges and agrees that:

- (a) Kinetic IT reserves the right to update, amend or modify these Terms at any time;
- (b) any such changes will be effective immediately; and
- (c) continued access to the Systems constitutes acceptance of any changes to the Terms

9. GOVERNING LAW

These Terms are governed by and construed in accordance with the laws of the State of Western Australia. The parties submit to the non-exclusive jurisdiction of the State of Western Australia.