Invia Pty Ltd

End-User License Agreement (EULA)

1. Introduction

This End-User License Agreement ("EULA") is a legal agreement between you, the end-user ("Customer"), and Invia Pty Ltd ("SaaS Provider"). This EULA governs the use of Invia's Software-as-a-Service solutions ("Software"). By accessing, installing, or using the Software, you agree to be bound by the terms of this EULA.

2. Scope of Use

The Customer may install and use the Software on devices in accordance with the terms of the contract between the Customer and Optus, or as specified in any other applicable agreement.

3. License Grant

The SaaS Provider grants the Customer a non-exclusive, non-transferable, revocable license to use the Software for the Customer's internal business purposes only, subject to this EULA. The Customer acknowledges that use of the Software is also subject to the terms of any agreements between Optus and the Customer. Optus is responsible for any representations or warranties it provides outside this EULA.

4. Copyright

All title and copyrights in and to the Software, including any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the Software, and accompanying materials, are owned by the SaaS Provider.

5. Restrictions

The Customer must not:

- Reverse engineer, decompile, or disassemble the Software except as expressly permitted by applicable law.

- Rent, lease, lend, sublicense, or provide commercial hosting of the Software.

- Allow unauthorised persons to access the Software or use it for the benefit of unauthorised third parties.

- Use the Software in violation of any applicable laws or regulations.

6. Intellectual Property Rights

The Software and all associated intellectual property rights remain the exclusive property of the SaaS Provider. The Customer obtains no rights to the Software except as expressly provided under this EULA.

7. Support and Maintenance

Optus is the primary point of contact for the Customer for support related to the Software.

8. Data Privacy and Security

The SaaS Provider may collect and process Customer data as necessary to deliver, maintain, and improve the Software, in accordance with applicable privacy laws and the SaaS Provider's privacy policy. The SaaS Provider will implement reasonable security measures to protect Customer data from unauthorised access or disclosure.

9. Confidentiality

The Customer acknowledges that the Software contains confidential information belonging to the SaaS Provider. The Customer agrees to maintain this confidentiality and not disclose the Software or related materials to third parties without prior written consent from the SaaS Provider.

10. Warranty Disclaimer

The Software is provided "as is" and without warranties of any kind, whether express, implied, or statutory, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement, to the maximum extent permitted by law.

11. Indemnification

The Customer agrees to indemnify, defend, and hold harmless the SaaS Provider, its officers, directors, employees, and agents from and against all claims, damages, losses, liabilities, costs, and expenses (including reasonable legal fees) arising out of or related to:

- The Customer's breach of this EULA;

- The Customer's negligence or wilful misconduct;

- Third-party claims arising from the Customer's use of the Software in breach of applicable laws or this EULA.

12. Limitation of Liability

To the fullest extent permitted by law, the SaaS Provider will not be liable for any indirect, consequential, incidental, special, or punitive damages, or for any loss of profits, revenue, data, or business arising out of or related to the use or inability to use the Software, even if advised of the possibility of such damages. If liability cannot be excluded under applicable law, the SaaS Provider's liability will be limited to the amount paid by the Customer for the Software in the 12 months preceding the claim.

13. Governing Law

This EULA is governed by the laws of New South Wales, Australia. Any disputes arising in connection with this EULA will be subject to the exclusive jurisdiction of the courts of New South Wales.

14. Severability

If any provision of this EULA is held to be invalid or unenforceable, the remaining provisions will continue in full force and effect.

15. Entire Agreement

This EULA, together with any additional terms provided by Optus, constitutes the entire agreement between the Customer and the SaaS Provider regarding the Software and supersedes all prior agreements or understandings.

16. Termination

This EULA will remain in effect until terminated. The SaaS Provider may terminate this EULA immediately if the Customer breaches any of its terms. Upon termination, the Customer must immediately cease using the Software and, if requested, certify the deletion or return of any copies or related confidential information in its possession.