

AutoCall Terms and Conditions

1. Definitions

- **"AutoCall"** refers to AutoCall Inc. and its directors, officers, employees, agents, and affiliates.
- **"You"** or **"Your"** refers to any user of the Service (as defined below).

2. Description of Service

and related services (collectively, the **"Service"**). Your use of the Service is governed by these Terms of Service (**"Terms"**).

3. Acceptance of Terms

By using the Service, you agree to be bound by these Terms. If you do not agree to all of the Terms, you may not access or use the Service. These Terms expressly supersede and replace any prior agreements or understandings, written or oral, relating to the Service.

4. Modification of Terms

AutoCall reserves the right, at its sole discretion, to modify these Terms, including the Privacy Policy and other policies incorporated herein, at any time and without prior notice. Your continued use of the Service after any such changes constitutes your binding acceptance of the new Terms.

5. Eligibility

You represent and warrant that you are at least 18 years of age. If you are under 18 years of age, you may not use the Service.

6. Compliance with Laws

You agree to comply with all applicable laws and regulations when using the Service, including the Australian Communications and Media Authority (ACMA) regulations regarding telemarketing calls, autodialed calls, prerecorded calls, and unsolicited advertisements. You will not use the Service for any unlawful purpose, including violating federal and state telemarketing laws.

7. Prohibited Uses

You agree not to use the Service for any unlawful purpose or in any way that violates local, state, national, or international laws. Prohibited uses include but are not limited to:

- Criminal activities
- Malicious, fraudulent, or illegal purposes
- Infringement of AutoCall or third-party intellectual property rights
- Defamatory, harassing, abusive, or threatening use
- Distribution of unauthorized spam

- Transmission of viruses, malware, or other destructive code
- Gathering or transmitting personal information without consent
- Interference with service functionality or security features

8. User Content

You are solely responsible for any content you contribute, post, or transmit via the Service ("**User Content**"). You guarantee that your User Content complies with the Acceptable Use Policy (see below). AutoCall does not claim ownership of User Content. However, by submitting User Content, you automatically grant AutoCall a perpetual, worldwide, non-exclusive, royalty-free, irrevocable license to use, store, reproduce, modify, create derivative works, publish, distribute, and sublicense your User Content in connection with operating and providing the Service.

9. Acceptable Use Policy

You agree not to upload, post, host, or transmit any User Content that:

- Is unlawful, harassing, defamatory, abusive, threatening, harmful, obscene, contains pornography, or is racially, ethnically, or otherwise objectionable
- Encourages criminal conduct or provides instructional information about illegal activities
- Infringes any third party's intellectual property or publicity rights
- Constitutes unauthorized spam or bulk communications
- Contains software viruses or malware designed to interrupt, destroy, or limit Service functionality
- Burdens infrastructure in a way that negatively impacts Service performance, including "denial of service" attacks
- Attempts to gain unauthorized access to other accounts, computer systems, or networks connected to the Service
- Uses automated means to access the Service that are not permitted by AutoCall
- Collects information about Service users without obtaining consent
- Impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity

AutoCall has sole discretion to determine whether User Content violates this Acceptable Use Policy. AutoCall may at any time remove User Content that violates this policy. Repeated violations may lead to account termination.

10. User Account

To access certain features, you may be required to register and create a user account. When you register, you agree to:

- Provide accurate, current, and complete account information
- Maintain and promptly update your information
- Maintain the confidentiality of your login credentials
- Be fully responsible for all use of your account and for any actions that take place through your account, whether or not authorized by you
- You may not select an inappropriate username that violates this Agreement or impersonates someone else.

11. Privacy Policy

Our Privacy Policy is incorporated into these Terms by reference. Please read the full Privacy Policy at [URL] before using the Service. The Privacy Policy governs our collection and use of your information.

12. Ownership; Proprietary Rights

The Service is owned and operated by AutoCall. The visual interfaces, graphics, design, systems, methods, information, computer code, software, services, “look and feel”, organization, compilation of the content, code, data, and all other elements of the Service (collectively, “**Materials**”) are owned by AutoCall and are protected by Australian copyright, trade dress, patent, and trademark laws, international laws and conventions, and all other relevant intellectual property and proprietary rights. All Materials are the copyrighted property of AutoCall or its subsidiaries or affiliates under the laws of Australia and other countries. AutoCall reserves all rights not expressly granted in these Terms.

13. Feedback

If you provide AutoCall with any feedback, suggestions, improvements, enhancements, and/or feature requests relating to the Service (“**Feedback**”), you hereby assign to AutoCall all right, title, and interest in that Feedback, including all intellectual property rights. AutoCall may use and share any Feedback without restriction or compensation to you.

14. Indemnification

You agree to fully indemnify, defend, and hold harmless AutoCall from and against any and all claims, damages, liabilities, losses, investigations, inquiries, costs, and expenses (including attorneys’ fees and court costs) that arise out of or result from (i) your use or misuse of the Service, (ii) your violation of these Terms, and (iii) your violation of any rights of another. AutoCall reserves the right, at your expense, to assume exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate in that defense. You agree that the provisions in this paragraph will survive any termination of your account or the Service.

15. Disclaimers

THE SERVICE AND MATERIALS ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, AUTOCALL DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED

WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. AUTOCALL DOES NOT REPRESENT OR WARRANT THAT THE SERVICE OR MATERIALS ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE.

16. Limitation of Liability

AUTOCALL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES ARISING FROM OR RELATING TO THE ACCESS OR USE OF THE SERVICE OR MATERIALS. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SERVICE OR MATERIALS IS TO STOP USING THE SERVICE. THE SOLE AND EXCLUSIVE MAXIMUM LIABILITY OF AUTOCALL FOR ALL DAMAGES, LOSSES, AND CLAIMS, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL BE ONE HUNDRED DOLLARS (\$100). Some jurisdictions do not allow certain limitations of liability, so some of the above limitations may not apply to you. In such jurisdictions, AutoCall's liability is limited to the greatest extent permitted by law.

17. Termination

AutoCall may terminate your access and use of the Service, at any time and for any reason. AutoCall may suspend or terminate your account if you violate these Terms, abuse the Service, use the Service in a way not intended, commit fraud, or violate any applicable law. If your access is terminated, your account will be deactivated and you may no longer be able to access your account or any files or other content contained in the account, and AutoCall will have no liability to you.

18. Governing Law

These Terms are governed by the laws of South Australia. You agree that any dispute arising from or relating to the subject matter of these Terms shall be governed by the exclusive jurisdiction and venue of the courts located in South Australia.

19. Modification

AutoCall reserves the right, at its discretion, to change these Terms at any time. Your continued use of the Service after any changes constitutes your acceptance of the new Terms. If any change is unacceptable to you, your sole remedy is to cease using the Service.

20. Miscellaneous

If any provision of these Terms is found unenforceable, it shall be severed without affecting enforceability of the remaining provisions. These Terms do not create any agency, partnership, joint venture, or employment relationship between you and AutoCall. No person or entity not a party to these Terms is an intended third party beneficiary, and no provision hereunder confers any right or benefit to such third party. AutoCall may assign its rights and obligations under these Terms.

21. Entire Agreement

These Terms constitute the entire agreement between you and AutoCall with respect to the Service.

Additional Terms

Compliance with Telemarketing Laws: You agree to comply with all applicable telemarketing laws, including obtaining proper consent from individuals before making calls.

Caller ID: You must properly identify yourself on outbound calls by transmitting accurate Caller ID information.

Service Suspension: AutoCall reserves the right to immediately suspend or terminate your use of the Service if it determines that your calling activities do not comply with applicable laws or these Terms.