



OneTrack's Access Rules

Last Updated: 7 May 2024

These Access Rules:

1. are entered into between CATOPCo and the OneTrack User;
2. sets out the terms which the OneTrack User agrees to comply with for the purpose of accessing and using OneTrack;
3. come into effect by reason of CATOPCo providing the OneTrack User with a username and password to enable the OneTrack User to access and use OneTrack subject to the Customer completing the OneTrack Access Request Form; and
4. may be amended by CATOPCo at any time, and such amended terms will be effective upon such terms being posted to the OneTrack Website.

OTHER DOCUMENTS

5. The following documents are incorporated into these Access Rules by reference:
 - a. Dictionary; and
 - b. Privacy Policy.

ACCESS RULES

The OneTrack User:

6. must keep their username and password confidential and secure at all times;
7. accepts all liability and responsibility for any unauthorised use of its username and password;
8. is granted with the OneTrack User Licence by CATOPCo subject to the OneTrack User complying with these Access Rules;
9. must not:
 - a. reverse engineer, disassemble or decompile any software forming part of OneTrack;
 - b. copy, modify, create derivative works or download any content, graphics, video, text or animation from OneTrack (other than Customer Data);
 - c. introduce or permit the introduction of any malicious code into OneTrack, or disrupt its operation in any manner;
 - d. remove, obscure or interfere with any copyright, trademark or other notices within OneTrack; or
 - e. access or use OneTrack other than for the Permitted Purpose;
10. acknowledges and agrees that:
 - a. access to OneTrack may be terminated by CATOPCo;
 - b. all rights, title and interest (including all Intellectual Property Rights) in OneTrack remains vested in CATOPCo or CATOPCo's Associates (as applicable) and nothing in these Access Rules grants the OneTrack User any ownership rights in OneTrack;

- c. any suggestions, ideas, recommendations or enhancement requests or other feedback provided by the OneTrack User may be used by CATOPCo and the CATOPCo Associates for any reason and without restriction, attribution or compensation;
 - d. OneTrack does not constitute, and is not a substitute for, legal advice;
 - e. the ability of OneTrack to provide reliable guidance as to the administration of a contract depends on the OneTrack User:
 - i. providing to CATOPCo the complete and accurate contract between the Customer and the counterparty to the relevant contract; and
 - ii. accurately configuring OneTrack so that it is a complete and accurate reflection of the contract between the Customer and the counterparty to the relevant contract;
 - f. while CATOPCo will make reasonable efforts to ensure OneTrack's availability, continuity, reliability, accuracy, currency and security, CATOPCo makes no representations, warranties or guarantees in relation to any of these matters and is not liable to the OneTrack User for any loss, damage, cost, claim, demand, expense or liability incurred by the OneTrack User (whether directly or indirectly) in relation to these matters;
 - g. CATOPCo is not liable to the OneTrack User for any loss, damage, cost, claim, demand, expense or liability incurred by the OneTrack User if OneTrack, any telecommunications services or any ISP Services are unavailable for any reason, including directly or indirectly as a result of:
 - i. telecommunications unavailability, interruption, delay, bottleneck, failure or fault;
 - ii. negligent, malicious or wilful acts or omissions of third parties (including CATOPCo's third party service providers);
 - iii. maintenance or repairs carried out by CATOPCo or any third-party service provider in respect of any of the systems used in connection with the provision of OneTrack or the ISP Services;
 - iv. any events beyond CATOPCo's control; or
 - v. services provided by third parties ceasing or becoming unavailable;
11. must comply with the Confidentiality Obligations;
12. will not bring any claim (including an Excluded Claim) against CATOPCo or a CATOPCo Associate for any loss, damage, cost, claim, demand, expense or liability that it may directly or indirectly incur by accessing and using OneTrack; and
13. releases CATOPCo and each CATOPCo Associate from all Excluded Claims.