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# OneTrack's Dictionary

Last Updated: 7 May 2024

This Dictionary sets out the defined terms relevant to OneTrack's Documents and the rules of interpretation relevant to OneTrack's Documents.

## DICTIONARY

In OneTrack's Documents, these terms have the following meaning:

**Access Fee** means the access fee payable by the Customer for access to OneTrack during the Access Fee Period, as set out in OneTrack's Fee Schedule.

**Access Fee Period** means the recurring period during which OneTrack is accessible to a Customer for a specific Project Contract, as specified in the Onboarding Request, or if not specified, for a one month recurring period.

**Access Period** means the period during which OneTrack is made available to a Customer in respect of a relevant Project Contract and is the period nominated in the Onboarding Request (or if no period is nominated, the access period set out in OneTrack's Fee Schedule, from the date for deployment commencement).

**Access Services** means making OneTrack available to the Customer for use of OneTrack by the Customer in accordance with the Permitted Purpose and the OneTrack Documents.

**Additional Services** means any services to be performed by CATOPCo outside of the Access Services, the Setup Services, the Data Storage Services or the Data Retrieval Services, as agreed between CATOPCo and the Customer.

**Additional Services Fee** means the additional services fee payable by the Customer in respect of any Additional Services provided by CATOPCo as set out in OneTrack's Fee Schedule.

**Aggregated Data** means data (including Customer Data) that has been combined from multiple sources (including from other OneTrack users) to form a summary or collective representation.

**Agreement** means:

1. OneTrack's General Terms;
2. OneTrack's Dictionary; and
3. each Deployment Agreement entered into between CATOPCo and the Customer (if applicable).

**CATINVCo** means CATINVCo Pty Ltd (ABN 96 668 301 611) of XANTIAS FINANCIAL MANAGEMENT, Level 24, 35 Collins Street, Melbourne.

**CATIPCo** means CATIPCo Pty Ltd (ABN 42 622 833 201) of XANTIAS FINANCIAL MANAGEMENT, Level 24, 35 Collins Street, Melbourne.



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**CATOPCo** means CATOPCo Pty Ltd (ABN 83 618 711 354) of XANTIAS FINANCIAL MANAGEMENT, Level 24, 35 Collins Street, Melbourne.

**CATOPCo Confidential Material** means information related to OneTrack's development, layout, programming and operation, the business operations of CATOPCo, Aggregated Data, Sanitised Data, and System Data.

**CATOPCo's Associates** means CATIPCo and CATINVCo.

**CATOPCo's Limitation** means the amount of \$50,000.

**Commencement Date** means the date in which CATOPCo provides the Customer with a username and password to enable access to, and use of, OneTrack.

**Confidential Material** means:

1. in respect of CATOPCo, CATOPCo's Confidential Material; and
2. in respect of the Customer, the Customer's Confidential Material,

but does not include Publicly Available Material.

**Confidentiality Obligations** means the obligation to maintain the secrecy of Confidential Material, refrain from unauthorised disclosure or use of Confidential Material and to comply with the Permitted Disclosure Obligations (where applicable).

**Consequential Loss** means indirect or consequential loss, including loss of revenue, goodwill or reputation.

**Customer** means the person or entity that completed a OneTrack Access Request Form (or on whose behalf the form was completed).

**Customer Confidential Material** means any Customer Data, but excludes Publicly Available Information, Aggregated Data and Sanitised Data.

**Customer Content** means any data, content, documents or other material authored or created by the Customer or a User and uploaded to OneTrack.

**Customer Data** means Customer Content and data generated by and stored on OneTrack as a result of processing Customer Content, excluding System Data.

**Data Retrieval Fee** means the data retrieval fee payable by the Customer in respect of the provision of Data Retrieval Services by CATOPCo as set out in OneTrack's Fee Schedule.

**Data Retrieval Services** means the retrieval of Customer Data from OneTrack by CATOPCo and the making of that data available to the Customer.

**Data Storage Fee** means the data storage fee payable by the Customer in respect of the provision of Data Storage Services by CATOPCo as set out in OneTrack's Fee Schedule.

**Data Storage Period** means the period during which Data Storage Services are to be provided as set out in OneTrack's Fee Schedule.

**Data Storage Services** means the storing of Customer Data in accordance with and subject to the OneTrack Documents.

**Default Storage Period** means the period during which Data Storage Services are to be provided at no additional charge and is the period set out in OneTrack's Fee Schedule.

**Deployment Agreement** means a deployment agreement between CATOPCo and the Customer (as may be amended from time to time) in relation to a particular Project Contract whereby CATOPCo provides the Customer with access and use of OneTrack in connection with the Project Contract.

**Excluded Claim** means any claim which arises, or might arise, by reason of or in connection with the use of OneTrack or the unavailability or lack of access to OneTrack (other than a claim which would result in a Preserved Liability).

**Excluded Liability** means:

1. all Consequential Loss;
2. in respect of CATOPCo's liability, liability in excess of CATOPCO's Limitation; and
3. in relation to a Preserved Liability, to the extent permitted by law, any liability in excess of the cost of supplying the relevant services again or payment of the cost of having the services supplied again.

**Fee** means (to the extent relevant in the particular instance):

1. the Onboarding Fee;
2. the Setup Fee;
3. the Access Fee;
4. the Data Storage Fee;
5. the Data Retrieval Fee;
6. any Additional Services Fee; and
7. any other fee that may become payable under the OneTrack Documents.

**GST** means the tax which is provided for in the GST Act.

**GST Act** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended from time to time.

**Indemnified Loss** means:

1. any loss, damage, cost, claim, demand, expense or liability that the indemnified Party may incur or suffer as a result of any of the following by the indemnifying Party:
  - a. a breach of any of the OneTrack Documents; or
  - b. a breach of any warranty contained in the OneTrack Documents; and

2. where the Customer is the indemnifying Party, any loss, damage, cost, claim, demand, expense or liability that CATOPCo or a CATOPCo Associate may incur or suffer as a result of:
  - a. a User accessing or using OneTrack;
  - b. a User breaching any of the OneTrack Documents including a breach of any warranty contained in the OneTrack Documents,save to the extent that the indemnified Party contributed to the relevant loss, damage, cost, claim, demand, expense or liability set out in sub-paragraphs (1) and (2) above.

**Initial Fee** means (to the extent relevant):

1. the Onboarding Fee;
2. the Setup Fee; and
3. the Access Fee in respect of the first Access Period;
4. any applicable GST; and
5. any other relevant costs as determined by CATOPCo.

**Intellectual Property Rights** means all intellectual property rights, including the following rights:

1. patents, copyright, rights in circuit layouts, registered and unregistered designs, moral rights, registered and unregistered trademarks, service marks, trade names;
2. any right to have CATOPCo Confidential Material kept confidential;
3. any right in connection with Aggregated Data, Sanitised Data and System Data; and
4. any application or right to apply for registration of any of the rights referred to in paragraph 1 above.

**Invitation** means an invitation extended by a Customer to an Invitee whereby the Invitee is invited to use OneTrack as a OneTrack User.

**Invitee** means a person or entity to whom an Invitation is extended by the Customer.

**ISP Services** means internet service provider services.

**Modern Slavery** has the meaning given to it in the *Modern Slavery Act 2018* (Cth) as amended from time to time.

**Onboarding Confirmation** means confirmation from CATOPCo that OneTrack is able to process the relevant Project Contract.

**Onboarding Fee** means the fee payable by the Customer to access OneTrack as set out in OneTrack's Fee Schedule.

**Onboarding Request** means a request from a Customer that OneTrack be made available in respect of a Project Contract made by the Customer activating the 'New Project Contract Request' function in OneTrack.



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**OneTrack** means the workflow management tool provided by CATOPCo to assist with the administration of construction Project Contracts.

**OneTrack Access Request Form** means the OneTrack access request form on the OneTrack Website where the OneTrack User requests access to OneTrack.

**OneTrack User** means the Customer or a User.

**OneTrack User Licence** means a non-exclusive, non-transferable, royalty free, worldwide and revocable licence to use OneTrack for the Permitted Purpose in respect of each Onboarding Confirmation.

**OneTrack's Access Rules or Access Rules** means the document entitled as such as published on OneTrack's Website and as may be amended from time to time.

**OneTrack's Dictionary or Dictionary** means this document as may be amended from time to time.

**OneTrack's Documents or OneTrack Documents** means OneTrack's Dictionary, OneTrack's General Terms, OneTrack's Access Rules, OneTrack's Privacy Policy and each Deployment Agreement.

**OneTrack's Fee Schedule** means the schedule of fees agreed between CATOPCo and the Customer from time to time (which may vary from Contract to Contract).

**OneTrack's General Terms or General Terms** means the document entitled as such as published on OneTrack's Website from time to time.

**OneTrack's Privacy Policy or Privacy Policy** means CATOPCo's privacy policy as published on OneTrack's Website, and as may be amended from time to time.

**OneTrack's Website** means the website where OneTrack is accessible located at <https://www.onetrack.app/>.

**Parties** means the Customer and CATOPCo, collectively.

**Party** means one of the Parties.

**Permitted Disclosure** means the disclosure or release of Confidential Material by CATOPCo or the Customer where that disclosure or release is:

1. pursuant to a statutory requirement, order of a court or legal direction or requirement of a person acting with statutory authority;
2. to its employees, officers, consultants, legal, financial or other advisors on a need-to-know basis provided such individuals are aware that the Confidential Material must be kept confidential; or
3. where the Confidential Material is Publicly Available Material.

**Permitted Disclosure Obligations** means, in the context of a Permitted Disclosure, the obligation to:

1. notify the other Party of the circumstances giving rise to the Permitted Disclosure and of the relevant Confidential Material;
2. provide the other Party with the opportunity to limit the scope, or seek the withdrawal, of such required disclosure or release; and

3. provide reasonable co-operation in this regard.

**Permitted Purpose** means the authorised use of OneTrack as set out in the OneTrack Documents which includes complying with all applicable laws related to such use of OneTrack.

**Preserved Liability** means a liability which cannot be excluded by a relevant law (but only to the extent that it cannot be excluded or restricted).

**Privacy Act** means the *Privacy Act 1988* (Cth) as amended from time to time.

**Privacy Law** means the Privacy Act and any other law that applies to CATOPCo and the Customer.

**Program** means a program nominated by a Customer in an Onboarding Request which is the subject of an Onboarding Confirmation (and which may comprise a number of Projects and contracts).

**Project** means a project nominated by a Customer in an Onboarding Request which is the subject of an Onboarding Confirmation (and which may comprise a number of contracts).

**Project Contract** means a contract, Project or Program nominated by a Customer in an Onboarding Request which has been the subject of an Onboarding Confirmation.

**Publicly Available Material** means information that:

1. is in, or subsequently enters, the public domain other than through a breach of the OneTrack Documents;
2. is developed independently by a Party; or
3. is acquired by a Party from a third party who is not subject to a duty of confidentiality in respect of such information.

**Re-establishment Fee** means the re-establishment fee payable by the Customer as set out in OneTrack's Fee Schedule.

**Sanitised Data** means data (including Customer Data) that has undergone a process to remove or anonymise personally identifiable information or any sensitive information that could be used to identify a Party.

**Services** means:

1. the Access Services;
2. the Setup Services (if relevant);
3. the Data Storage Services;
4. the Data Retrieval Services; and
5. any Additional Services.

**Setup Fee** means the setup fee payable by the Customer in respect of the tailoring of OneTrack to support a particular Project Contract by CATOPCo as set out in OneTrack's Fee Schedule.



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**Setup Services** means the configuration of OneTrack by CATOPCo to support the relevant Project Contracts nominated by the Customer and which have been the subject of an Onboarding Confirmation.

**System Data** means:

1. data stored in OneTrack which is not derived from any Customer Confidential Material;
2. data generated by OneTrack; or
3. data generated by OneTrack through the processing of Customer Data where the data generated by OneTrack is generic and does not contain information that would identify the Customer or any Customer Confidential Material.

**Tax Invoice** has the meaning given to it in the GST Act as amended from time to time.

**User** means an Invitee who has accepted an Invitation.

## **INTERPRETATION**

In OneTrack's Documents, unless otherwise expressly stated:

1. headings are for ease of reference only and do not affect meaning;
2. wordings denoting the singular include the plural and vice versa;
3. including and similar expressions are not to be treated as words of limitation;
4. an obligation not to do something includes an obligation not to cause and not to permit it to be done;
5. other grammatical forms of defined words or expressions have corresponding meanings;
6. a reference to OneTrack's Fee Schedule is a reference to the fee schedule current at the date on which the relevant Deployment Agreement commences;
7. a reference to any matter in OneTrack's Fee Schedule is a reference to the matter as set out in the relevant fee schedule or as otherwise agreed between the Parties;
8. a reference to Party includes that Party's executors, administrators, successors and permitted assigns;
9. a reference to a document is to that document as amended, novated, renewed, substituted or supplemented from time to time;
10. a reference to any legislation to any amendment, re-enactment, substitution or consolidation of that legislation, and includes any subordinate legislation issued under that legislation;
11. a reference to dollars or \$ is a reference to Australian dollars;
12. a reference to a person or individual includes a corporation, association, a partnership, authority a body corporate, trust or joint venture;
13. rules of construction will not apply to the disadvantage of a Party because that Party was responsible for the preparation of the OneTrack Document or any part of it; and

14. if a day on which, or by which, an obligation under a OneTrack Document must be performed or fulfilled, or an event must occur, is not a business day, that obligation must be performed or fulfilled, or that event must occur, on or by the next business day.