

Management Platforms and Apps Terms



Last Updated: April 2025

1. INTRODUCTION

1.1 CSL Platforms

1.1.1 To make use of CSL's products and services Customer may be given access to customer-facing web-based management platforms ("**CSL Management Platforms**") as part of the product or service. For clarity, this does not include CSL's internal service management platforms, such as signalling platforms. Customers may also request access to other CSL Management Platforms.

1.1.2 The use of all CSL Management Platforms is subject to the terms set out below.

1.2 CSL Apps

1.2.1 To make use of CSL's products and services Customer may be given access to software applications for use on mobile devices ("**CSL Apps**").

1.2.2 The use of all CSL Apps is subject to the terms set out below.

2. TERMS AND CONDITIONS

2.1 CSL Management Platforms

2.1.1 The Customer is responsible for ensuring that its own systems used to access the CSL Management Platform meet any required technical requirements.

2.1.2 CSL makes the CSL Management Platforms available to the Customer on an "as is" basis with no warranty of any kind. In particular, CSL does not warrant that the CSL Management Platforms will be free of material errors or available all the time. The Customer uses the CSL Management Platforms at its own risk.

2.1.3 CSL will use reasonable endeavours to ensure the CSL Management Platforms are available during normal business hours but CSL may take the CSL Management Platforms offline for technical, operational or maintenance reasons at any time.

2.1.4 The Customer is only permitted to use CSL Management Platforms for its own internal business purposes in connection with the use of products and services purchased by the Customer from CSL.

2.1.5 The Customer must comply with any security policy or other policies, standards, procedures and requirements notified to it from time to time by CSL.

2.1.6 The Customer must ensure that it has retrieved any of its own data from the CSL Management Platform prior to termination. The Customer acknowledges that CSL is under no obligation to maintain copies of data relating to the Customer's uses of the CSL Management Platforms once access to the CSL Management Platforms has come to an end.

2.2 CSL Apps

2.2.1 A CSL App may require a particular type of mobile device, operating system version or have other technical requirements. It is the Customer's responsibility to ensure that its mobile devices meet any technical requirements to enable use of a CSL App.

- 2.2.2 Provided that the Customer complies with the terms set out in this document, the Customer may:
- (a) download a copy of the CSL App onto its mobile devices and view, use and display the CSL App on such devices for its own internal business purposes in connection with the use of products and services purchased by the Customer from CSL;
 - (b) use any documentation provided by CSL to support its permitted use of the CSL App; and
 - (c) receive and use any free updates to the CSL App that CSL may make available from time to time.
- 2.2.3 CSL may update the terms that apply to use of a CSL App. The Customer's continued use of a CSL App is deemed acceptance of the updated terms.
- 2.2.4 Each CSL App is provided "as is" without warranty. The Customer uses the CSL App at its own risk.
- 2.2.5 From time to time CSL may automatically update the CSL App to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively CSL may ask the Customer to update the CSL App for these reasons. If the Customer chooses not to install such updates or if the Customer opts out of automatic updates then the Customer may not be able to continue using the CSL App and the CSL App may become vulnerable to security breaches that could affect the Customer's data. CSL does not accept any responsibility for any issue arising because the CSL App has not been updated by the Customer.
- 2.2.6 Customer shall:
- (a) not rent, lease, sub-license, loan, provide, or otherwise make available, the CSL App in any form, in whole or in part to any person without prior written consent from CSL;
 - (b) not copy the CSL App or its documentation, except as part of the normal use of the CSL App or where it is necessary for the purpose of back-up or operational security;
 - (c) not translate, merge, adapt, vary, alter or modify the whole or any part of the CSL App or its documentation nor permit the CSL App or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the CSL App on devices as permitted in these terms;
 - (d) not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the CSL App nor attempt to do any such things, except to the extent permitted by law;
 - (e) comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the CSL App.

2.3 Access Credentials

- 2.3.1 To gain access to the CSL App or CSL Management Platform the Customer may be given or required to set up usernames, passwords or other access credentials for its users ("**Access Credentials**").
- 2.3.2 The CSL App or CSL Management Platform may provide functionality to allow the Customer to manage its own users, including giving the users their own access credentials and permissions to access particular functionality within the CSL App or CSL Management Platform. The Customer is responsible for appointing an administrative user who will be responsible for all user management including disabling access for users where required. If the CSL App or CSL Management Platform does

not provide this type of user management functionality then the Customer is responsible for informing CSL promptly when a user's access is to be disabled.

- 2.3.3 The Customer must keep the Access Credentials confidential and secure and not disclose them to any unauthorised person.
- 2.3.4 The Customer is responsible for (and CSL shall have no liability for) all activity which occurs using the Customer's Access Credentials.
- 2.3.5 The Customer must inform CSL without delay if the Access Credentials have been lost, stolen or compromised in any way. CSL may suspend any Access Credentials if it reasonably believes the Access Credentials are being misused. The Customer shall be liable to CSL for any loss or damage arising from activity using the Customer's Access Credentials caused to CSL or any other person using the CSL App or CSL Management Platform unless the Customer has acted with reasonable care in its protection of its Access Credentials.

2.4 **Acceptable Use**

2.4.1 Customer must:

- (a) not use a CSL App or CSL Management Platform in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the CSL App, CSL Management Platform or any operating system;
- (b) not infringe CSL's intellectual property rights or those of any third party in relation to use of the CSL App or CSL Management Platform;
- (c) not use a CSL App or CSL Management Platform to transmit any material that is defamatory, offensive or otherwise objectionable;
- (d) not use a CSL App or CSL Management Platform in a way that could damage, disable, overburden, impair or compromise CSL's systems or security or interfere with other users; and
- (e) not collect or harvest any information or data from any CSL Management Platform or CSL's systems or attempt to decipher any transmissions to or from the servers running any Platform.

2.5 **IPR**

- 2.5.1 All intellectual property rights in the CSL Apps, CSL Management Platforms and their documentation throughout the world belong to CSL (or CSL's licensors). Rights in the CSL Apps and CSL Management Platforms are licensed (not sold).
- 2.5.2 The Customer shall have no intellectual property rights in, or to, the CSL Apps, CSL Management Platforms and their documentation other than the right to use them in accordance with these terms.
- 2.5.3 A CSL App or CSL Management Platform may be provided by a third party that has its own terms and conditions that apply to access and use of the CSL App or CSL Management Platform. The Customer must accept such terms and conditions in order to access or use the CSL App or CSL Management Platform. If the Customer chooses not to accept such terms and conditions then the Customer is not permitted to access or use the CSL App or CSL Management Platform.

2.6 Suspension and termination

- 2.6.1 CSL may suspend or terminate the Customer's access to a CSL App or CSL Management Platform if (i) the Customer is in default of its payment obligations to CSL or (ii) the Customer breaches any of the terms set out above. In either case:
- (a) the Customer must suspend or cease permanently (as the case may be) all use of the affected CSL Apps and CSL Management Platforms; and
 - (b) CSL may take technical measures to remove access to the CSL Apps and the CSL Management Platforms.
- 2.6.2 The Customer's access to the CSL Apps and CSL Management Platforms will be terminated when the Customer's contract for the supply of products and services with CSL comes to an end for any reason.