



Essentials and AccountRight Early Adopter Pilot – Terms and Conditions

1. When do these Terms apply?

The Essentials and AccountRight Early Adopter Pilot Terms and Conditions (“**Terms**”) set out how MYOB Australia Pty Ltd and MYOB NZ Limited (“**MYOB**” or “**us**” or “**we**”) will provide your business, sole trader, partnership, company, trust or other entity (as applicable) (“**you**” or “**your**”) with the pre-release version of Essentials and AccountRight (“**Product**”). These Terms also outline how you can use the Product. These Terms apply for the duration of the Essentials and AccountRight Early Adopter Trial (“**Trial**”). By participating in the Trial, you agree to bound by all the conditions below.

2. What is the Trial?

The updated Essentials and AccountRight versions have not been issued for general release. To continue developing the Product, we are running a pilot. This will help us gather feedback, understand how to improve the Product and, ultimately, determine its suitability for the general market.

3. Who are you making this agreement with?

If you are in Australia, these terms are between you and MYOB Australia Pty Ltd. If you are in New Zealand, these terms are between you and MYOB NZ Limited.

4. What should you expect from the Product?

The Product is a pre-release version. It’s not ready for general release and is being offered to you through this Trial so you can provide us with feedback to help us get it ready.

This means the Product is still being developed and could to contain issues – the purpose of this Trial is to find and solve those. By participating in this Trial, you agree that you understand the Product might not perform at optimum performance levels and you might come across defects.

There is a risk that an error or failure in the Product could disrupt access to, or cause data loss or corruption in company files accessed using the Product. You should back up important data (at least daily) and use the Product with caution. You should be especially careful with sensitive or valuable data.

5. What Product support is available?

As the Product is not a released version, MYOB employees are not fully trained on how to use the Product and may not always be able to help you like they can with our released products. We will use all reasonable efforts to give you priority support during the Trial. However, by agreeing to participate you understand We are not promising to fix any specific errors. If you have any queries or problems, you agree to contact the MYOB Pilot Support Team in the first instance.

6. What’s expected of you?

The purpose of this Trial is to gather feedback on the Product (“**Feedback**”) and understand how we can make it even better for you. By participating, you agree to provide Feedback when we ask.

This Feedback might include submitting comments, suggestions or ratings. Ultimately, we want to understand what you think of the quality, usability and performance of the Product and any defects or bugs you came across that we need to address.

You agree that we can use your Feedback for any purpose, including disclosing, reproducing, modifying or otherwise commercialising it. You must not provide any Feedback subject to patents, copyrights or other restrictions from third parties. Due to the nature of the Product, we cannot guarantee that any specific issues you raise will be corrected.

You must also comply with any reasonable directions from us in relation to the Product or Trial.

7. Is there anything you can't do?

We want you to put the Product to the test. However, subject to the rest of the Terms, there are a few things you can't do with the Product:

- a) You must not sell, lease, copy, redistribute or otherwise transfer any part of the Product. You can let other people within your business use the Product, as long as they're a member of a team under your direction and are familiar with and follow these Terms.
- b) You must not reverse engineer, decompile, translate, disassemble or otherwise attempt to uncover the source code behind the Product.
- c) You must not copy, modify, alter, adapt, port or merge the Product.
- d) You must not publish or distribute any of the communications or materials related to the Product, such as help files, examples or benchmarks.

8. Your right to use the Product during the Trial

Subject to these Terms, we grant you a non-exclusive, non-transferable, non-sublicensable and non-assignable license to use the Product for the Trial. You do not have the right to sub-license it.

This license is granted solely for the purpose of testing and evaluating the Product during the Trial on the condition you do not attempt to transfer any right therein. It does not extend to any future version of the Product which becomes commercially available. We are not obliged to make the Product commercially available. If we do, your participation in the Trial does not oblige us to provide you with a license to the final product.

If you wish to keep using the Product after the end of the Trial, you may be able to purchase a subscription to the final product once it has been released to the general market.

9. Who owns the intellectual property?

We own all legal right, title and interest in the Product. Your licence (see section 8) does not grant you any express or implied rights to the patents, trademarks or other intellectual property relating to the Product.

10. Confidentiality obligations

We know new products are exciting – especially when they help simplify success for your business! However, you must keep all details of the Trial confidential.

Unless you have our written permission, you must not share features of the Product, the fact the Trial is taking place or your Feedback, except as necessary to use the Product in the ordinary course of your business. This may require you to implement reasonable security measures to protect the details of the Trial and co-operate with us to identify and prevent unauthorised use of the Product.

These confidentiality obligations are in addition to obligations in any non-disclosure agreements that You have signed with us.

11. Can You leave the Trial?

We'll be sad to see you go, but you can exit the Trial at any time by giving us 24 hours' notice in writing (email or mail). Once you've left the Trial, you must stop using and uninstall the Product. You must destroy all copies of the Product in your possession or control within seven days of leaving the Trial. If you leave the Trial, you are still bound by the confidentiality obligations in these Terms.

12. Warranties and liability

12.1 To the extent permitted by law (e.g. the Australian Consumer Law), is Product is provided as is and we exclude:

- a) all express or implied representations, conditions or warranties about our performance, the Product or any associated services; and
- b) Our liability in tort, contract or statute for damage, loss or inability to use or access any data or programs caused (directly or indirectly) by using the Product; and
- c) Our liability for any other loss, damage or cost (including consequential loss and lost profits) or expenses arising (directly or indirectly) from using the Product if you fail to comply with any of these Terms.

12.2 Furthermore, to the extent permitted by law (e.g. the Australian Consumer Law), we limit our liability for non-compliance with a statutory guarantee, or Loss or Claim arising out of or in connection with the supply of goods or services under these Terms, or any breach by us of these Terms however arising (whether for breach of these Terms, tort (including negligence), statute, custom, law or on any other basis), to (at our option):

- a) the resupply of the current release version of the Product (if applicable); or
- b) the cost of resupplying the Product (if applicable).

12.3 In any event, our liability is limited to the fullest extent permitted by law.

12.4 If you accept these Terms in Australia, they do not exclude, restrict or modify the application of the Australian Consumer Law.

13. Other terms applying to the Trial

During the Trial, the general terms governing your use of our products and services continue to apply. For example, the MYOB Group Privacy Policies, MYOB Essentials terms of use, MYOB AccountRight terms of use and/or MYOB Practice terms of use. If there is an inconsistency between terms, these Pilot Terms and Conditions prevail.

These Terms supersede and replace any prior proposal, representation or understanding you had about the Product or Trial except for any non disclosure agreement you may have signed with us in connection with the Trial. If you have signed a non disclosure agreement with us related to the Trial, then these Terms are intended to supplement and not replace the obligations in any such non disclosure agreement.

14. Governing law

If you accept these Terms in Australia, they are governed by the laws in force in the State of Victoria. If you accept these Terms in New Zealand, they are governed by the laws in force in New Zealand.

15. Severance

If any of these Terms are illegal or otherwise unenforceable, they will be severed from the Terms. All other Terms will remain in full force where possible.