

EXHIBIT B – THIRD PARTY SERVICES

TERMS AND CONDITIONS FOR SMS SERVICES

1. “SMS Services” means term-based ancillary services provided by third parties that may involve internet or phone delivery including, but not limited to, text messaging services and which, if ordered by Customer, will be included on an applicable Schedule. SMS Services shall be governed by this Exhibit C. Terms of this Exhibit C supersede the terms in the Agreement with regards to any SMS Services.
2. WFS shall provide access to the SMS Services specified in the Schedule for the term specified and for the Fees indicated. Notwithstanding Section 2.4 of the Agreement, upon renewal of the term, the Fees for SMS Services are subject to review by the parties.
3. Use of the SMS Services shall be restricted to Customer’s employees and other authorised users. Customer shall ensure that the SMS Services provided hereunder are used in accordance with all applicable laws, regulations and third-party rights, as well as the terms of this Agreement, including the third-party provider’s Acceptable Use Policy. Customer shall take necessary steps to prevent unauthorised use of the SMS Services by third parties using its passwords and shall be liable for any such unauthorised use. WFS is not responsible for any fees incurred as a result of text messages received by Customer employees regardless of whether or not such employees authorise the use of the text messaging service. WFS shall not be responsible for the content of any text messages sent to Customer employees. Customer shall indemnify and hold harmless WFS against all employee claims resulting from Customer’s use of the SMS Services.
4. ANY ACTUAL OR ALLEGED VIOLATION OF A THIRD-PARTY POLICY, REQUIREMENT, OR GUIDELINE BY CUSTOMER MAY RESULT IN A TERMINATION OF THE SMS SERVICE AND IS CUSTOMER’S RESPONSIBILITY. Customer acknowledges that the SMS Services may be subject to limitations, delays, and other problems which are beyond the control of WFS and that WFS shall have no liability for any delays, failures, or unavailability resulting from such problems.
5. Notwithstanding anything else in the Agreement, (a) WFS and third-party providers shall have no liability whatsoever for the SMS Services; (b) WFS assumes no responsibility regarding Customer Data used in any text messages as part of a SMS Service and Customer understands that such data will not be encrypted and agrees to not send payroll information or other data considered sensitive in nature via text messages; (c) the SMS Services are copyrighted materials of third-party providers or their licensors and they exclusively reserve all rights and interests in such; (d) SMS SERVICES ARE PROVIDED ON AN “AS, IS” BASIS; AND (e) TO THE EXTENT ALLOWED AT LAW, THE THIRD-PARTY PROVIDER AND WFS DISCLAIM ALL WARRANTIES WITH RESPECT TO THE THIRD-PARTY SERVICES, EXPRESS OR IMPLIED. TO THE EXTENT SUCH DISCLAIMER CONFLICTS WITH APPLICABLE LAW, THE

SCOPE AND DURATION OF ANY APPLICABLE WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW. This Section survives the termination of the Agreement.

6. All terms and conditions contained within the Agreement related to ownership and confidentiality shall extend equally to the property and information of third-party providers.

TERMS AND CONDITIONS FOR NOAHFACE SERVICES

1. “NoahFace Services” means the NoahFace Website, the NoahFace Dashboard, and the NoahFace Apps (NoahFace and NoahFace Go), (individually and collectively) operated by Noah Facial Recognition Pty Ltd. NoahFace Services shall be governed by this Exhibit D. Terms of this Exhibit D supersede the terms in the Agreement with regard to the NoahFace Services.
3. WFS shall provide access to the NoahFace Services specified in the Schedule for the term specified and for the Fees indicated. Any usage of the Noahface Services in excess of the amounts specified in the Schedules shall be billed to the Customer as incurred at 125% of the unit prices specified in the Schedule, or at a rate specified separately in the Schedule. NoahFace Services are non-cancelable and non-refundable for the term specified.
4. By purchasing NoahFace Services, the Customer agrees to be bound by the NoahFace Terms of Use as set out at <https://www.noahface.com/terms>. Any actual or alleged violation of the NoahFace Terms of Use by Customer may result in a termination of the NoahFace Service and is Customer’s responsibility.
5. All relevant hardware, accessories, and hardware related support services in relation to the NoahFace Services shall be purchased directly from NoahFace and/or third party suppliers, and WFS shall bear no liability in respect thereof.
6. Use of the NoahFace Services shall be restricted to Customer’s employees and Customer shall take necessary steps to prevent unauthorised use of the NoahFace Services by third parties using its passwords and shall be liable for any such unauthorised use.
7. Customer acknowledges that the NoahFace Services may be subject to limitations, delays, and other problems which are beyond the control of WFS and that WFS shall have no liability for any delays, failures, or unavailability resulting from such problem.
8. Notwithstanding anything else in the Agreement, WFS’s sole and exclusive liability to Customer in any way related to the provision of the NoahFace Services will be to return the Fees paid for the NoahFace Services for the period of time the NoahFace Services were unavailable. Customer acknowledges that the NoahFace Services are provided on an “as-is” basis. TO THE EXTENT ALLOWED AT LAW, WFS DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED WITH REGARD TO THE NOAHFACE SERVICES. TO THE EXTENT SUCH DISCLAIMER CONFLICTS WITH APPLICABLE LAW, THE SCOPE AND DURATION OF ANY APPLICABLE WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW. This Section survives the termination or expiration of this Schedule.
9. All terms and conditions contained within the Agreement related to ownership and confidentiality shall extend equally to the property and information of third-party providers.