



Platform Terms and Conditions

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Welcome to YouTour! YouTour is the world's first interactive fly-through virtual tour platform. We allow your customers to travel through your facility as if they are really there. Please read these Platform Terms and Conditions carefully before accessing or using our Platform.

1. Our Disclosures

Our complete terms and conditions are contained below, but some important points for you to know before you become a customer are set out below:

- Your Membership may be subject to a minimum term, as set out in your Account. Without limiting your rights under the Australian Consumer Law, you may only cancel your Membership at the expiry of the minimum term.
- Unless your Membership is terminated in accordance with these Terms, your Membership will roll over on an ongoing monthly basis.
- We will handle your personal information in accordance with our privacy policy, available at youtour.com.au/legal.
- You are responsible and liable for the actions of your Authorised Users.
- You are liable for, and agree to indemnify us and hold us harmless in respect of, any Liability that we may suffer, incur or otherwise become liable for, arising from or in connection with: any property loss or damage, or personal injury or loss arising from or in connection with your performance of your obligations under these Terms; you (or your Personnel) breaching any third party's rights (including Intellectual Property Rights); or you (or your Personnel) breaching any privacy or confidentiality obligation under these Terms, or any applicable law.
- We will not be liable for, and you waive and release us from and against, any Liability caused or contributed to by, arising from or connected with: your or your Personnel's wrongful acts or omissions; any works, services, goods, materials or items which do not form part of the YouTour Services or the Platform, or which have not been provided by us; and/or any delay or failure by you or any of your Personnel to obtain any relevant approvals, permissions, or to provide any information or documentation necessary to allow us to provide the YouTour Services.
- Our liability under these Terms is limited to 12 months of Fees, and we will not be liable for Consequential Loss, any loss that is a result of a Third Party Service, or any loss or corruption of data.

Nothing in these terms limit your rights under the Australian Consumer Law.

2. Introduction

- 2.1 These terms and conditions (**Terms**) are entered into between YouTour Pty Ltd ACN 617 041 479 (**we, us or our**) and you, together the **Parties** and each a **Party**.

- 2.2 We provide a cloud-based, software as a service platform where you can post your virtual tour videos, purchase our virtual tour creation services and access data about visitors of your virtual tours (**Platform**).
- 2.3 In these Terms, **you** means the person or entity engaging us to provide the YouTour Services and/or registered with us as an Account holder.
- 2.4 If you are using the Platform on behalf of your employer or a business entity, you, in your individual capacity, represent and warrant that you are authorised to act on behalf of your employer or the business entity and to bind the entity and the entity's personnel to these Terms.

3. Acceptance and Platform Licence

- 3.1 You accept these Terms by the earlier of: (a) confirming your acceptance of these Terms on the Platform; and (b) making part or full payment of the Fees.
- 3.2 You and each Authorised User must be at least 18 years old to use the Platform.
- 3.3 We may amend these Terms at any time, by providing written notice to you. By clicking "I accept" or continuing to use the Platform after the notice or 30 days after notification (whichever date is earlier), you agree to the amended Terms. If you do not agree to the amendment and it adversely affects your rights, you may cancel your Membership with effect from the date of the change in these Terms by providing written notice to us. If you cancel your membership, (a) you will no longer be able to use the Platform on and from the date of cancellation, and (b) if you have paid Fees upfront you will be issued a pro-rata refund having regard to the date of termination and the period for which you have paid.
- 3.4 If you access or download our mobile application from (1) the Apple App Store, you agree to any Usage Rules set forth in the App Store Terms of Service or (2) the Google Play Store, you agree to the Android, Google Inc. Terms and Conditions including the Google Apps Terms of Service.
- 3.5 We may use APIs, including Google Maps API(s). Your use of third party APIs may be subject to their terms of use.
- 3.6 Subject to your compliance with these Terms, we grant you and your Authorised Users a personal, non-exclusive, royalty-free, revocable, worldwide, non-transferable licence to download and use our Platform in accordance with these Terms. All other uses are prohibited without our prior written consent.
- 3.7 When using the Platform, you and your Authorised Users must not do or attempt to do anything that is unlawful or inappropriate, including:
 - (a) anything that would constitute a breach of an individual's privacy (including uploading private or personal information without an individual's consent) or any other legal rights;
 - (b) using the Platform to defame, harass, threaten, menace or offend any person, including using the Platform to send unsolicited electronic messages;
 - (c) tampering with or modifying the Platform (including by transmitting viruses and using trojan horses);
 - (d) using data mining, robots, screen scraping or similar data gathering and extraction tools on the Platform; or
 - (e) facilitating or assisting a third party to do any of the above acts.

4. Platform Services

- 4.1 In consideration for your payment of the Fees, we agree to provide you and your Authorised Users with access to the Platform and any other services we agree to provide as set out in your Account.
- 4.2 We agree to use our best endeavours to make the Platform available at all times. However, from time to time we may perform reasonable scheduled and emergency maintenance, and the Platform may be unavailable during the times we are performing such maintenance.
- 4.3 Should you be unable to access the Platform, or should you have any other questions or issues impacting on your use and enjoyment of the Platform, you and your Authorised Users must place a request via email. We will endeavour to respond to any support requests in a reasonable period.
- 4.4 You acknowledge and agree that the Platform may be reliant on, or interface with third party systems that are not provided by us (for example, cloud storage providers, CRM systems, and internet providers) (**Third Party Services**). To the maximum extent permitted by law, we shall have no Liability for any Third Party Services, or any unavailability of the Platform due to a failure of the Third Party Services.
- 4.5 You acknowledge and agree that data loss is an unavoidable risk when using any software. To the extent you input any data into the Platform, you agree to maintain a backup copy of any data you input into the Platform.
- 4.6 To the maximum extent permitted by law, we shall have no Liability to you for any loss or corruption of data, or any scheduled or emergency maintenance that causes the Platform to be unavailable.

5. Accounts

- 5.1 In order to create an account, you must contact us at dan@youtour.com.au. We may, in our sole discretion, accept or reject your request to create an account. If we accept your request, we will send you a link in order to create your account on the Platform, which will allow you to access the Platform's features (**Account**). Each Authorised User will require a login that is linked to your Account in order to access the Platform.
- 5.2 You must provide basic information when registering for an Account including your business name, contact name and email address and you must choose a password.
- 5.3 All personal information you and your Authorised Users provide to us will be treated in accordance with our Privacy Policy.
- 5.4 You agree to provide and maintain up to date information in your Account and to not share your Account password with any other person. Your Account is personal and you must not transfer or provide it to others with the exception of your Authorised Users.
- 5.5 You are responsible for keeping your Account details and your username and password confidential and you will be liable for all activity on your Account, including purchases made using your Account details, and any activity from one of your Authorised Users. Each Authorised User is responsible for keeping their login details confidential. You agree to immediately notify us of any unauthorised use of your Account.
- 5.6 When you create an Account, you must also select a membership (**Membership**). You may choose between different tiers of Membership with different services and different membership periods, as set out in your invoice or as otherwise agreed with us.

6. Authorised Users

- 6.1 If set out in your Account, you may be permitted to invite a number of users to the Platform, who will be permitted to access and use the Platform under your Account (**Authorised Users**). We agree to provide you with the number of Authorised Users as set out in your Account.
- 6.2 The Authorised Users will have permission to access certain features of the Platform and your Account, as detailed in your Account.
- 6.3 You will ensure that each Authorised User complies with these Terms. You are responsible and liable for the acts or omissions of your Authorised Users.

7. Memberships

- 7.1 You may purchase a Membership by paying the Membership fees set out in your invoice or as otherwise agreed with us (**Fees**) in advance on a monthly basis or some other recurring interval disclosed to you prior to your payment of the Fees (**Billing Cycle**).
- 7.2 At the end of the first Billing Cycle, your Membership will automatically renew for recurring monthly periods of time (each of which will be considered a Billing Cycle) unless and until you cancel your Membership. You will be charged the Fees for subsequent Billing Cycles as set out in your invoice.
- 7.3 The payment methods we offer for the Fees are set out in your invoice. We may offer payment through a third-party provider. You acknowledge and agree that we have no control over the actions of the third-party provider, and your use of the third-party payment method may be subject to additional terms and conditions.
- 7.4 You must not pay, or attempt to pay, the Fees by fraudulent or unlawful means. If you make a payment by debit card or credit card, you warrant that you are authorised to use the debit card or credit card to make the payment. If payment is made by direct debit, by providing your bank account details and accepting these Terms, you authorise our nominated third party payment processor to debit your account in accordance with these Terms and you certify that you are either an account holder or an authorised signatory on the account for which you provide details.
- 7.5 You agree that we may set-off or deduct from any monies payable to you under these Terms, any amounts which are payable by you to us in connection with the Platform.
- 7.6 We do not store any credit card details, and all payment information is collected and stored through our third-party payment processor.
- 7.7 **Changes to your Membership:** If you wish to change your Membership (for example, by upgrading to a different Membership tier, or varying the number of Authorised Users associated with your Account), you must provide notice to us via email that you wish to vary your Membership at least 24 hours before the end of the current Billing Cycle. If you vary your Membership and the Fees increase, we will charge you for the increase in the Fees on a pro-rata basis for the remainder of the period until the start of the next Billing Cycle, and you will have access to the additional Membership features from the date you make such payment.
- 7.8 The Fees are only refundable and cancellable in accordance with your Consumer Law Rights and these Terms.
- 7.9 We may need to change what is available as part of your Membership (for example, the inclusions, exclusions, updated features) from time to time. If we change what is available as part of your Membership, we will provide you with at least 30 days' notice of the change. After the notice period has lapsed, we will apply the changes to your Membership. If the changes adversely affect your enjoyment of the Membership, you may cancel your Membership with effect from the date we apply the changes to your Membership by providing written notice to us. If you cancel your membership,

(a) you will no longer be able to use the Platform on and from the date of cancellation, and (b) if you have paid Fees upfront you will be issued a pro-rata refund having regard to the date of termination and the period for which you have paid.

- 7.10 We may need to change the Fees from time to time. If we change the Fees, we will provide you with 30 days' notice of the change. After 30 days, we will apply the updated Fee to your Membership. If the updated Fee is not acceptable to you, you may cancel your Membership in accordance with the 'Cancellation of Memberships' clause.

8. YouTour Services

- 8.1 You may request that we provide you with additional services outside the scope of your Membership inclusions, including creation of virtual tours and videography services (**YouTour Services**), by contacting us at dan@youtour.com.au.
- 8.2 We may, at our discretion, provide you with written notice in the form of a statement of work, setting out (among other things) the YouTour Services requested and any fee required for us to undertake the YouTour Services (**Statement of Work**).
- 8.3 If you agree to the Statement of Work for the YouTour Services, we will provide the YouTour Services to you in consideration for payment of the fee (**YouTour Services Fee**).
- 8.4 We will invoice you for the YouTour Services Fee as agreed between the Parties in the Statement of Work, and you must pay the amount in the invoice at the times and using the payment method as set out in the invoice.
- 8.5 Each Statement of Work will be subject to, and will be governed by, these Terms and any other conditions agreed to by the Parties in writing. To the extent of any ambiguity or discrepancy between a Statement of Work and these Terms, the terms of these Terms will prevail.
- 8.6 All variations to the YouTour Services must be agreed in writing between the Parties and will be priced in accordance with any schedule of rates provided by us, or otherwise as reasonably agreed between the Parties. If we consider that any instructions or directions from you constitute a variation to the scope of the YouTour Services or our obligations under these Terms or the relevant Statement of Work, then we will not be obliged to comply with such instructions or directions unless agreed in accordance with this clause.

9. YouTour Services Conditions

- 9.1 If we agree to provide you with the YouTour Services in accordance with these Terms, you represent, warrant and agree that you (and your Personnel) will:
- (a) comply with our reasonable directions and requests;
 - (b) treat us and our Personnel with respect and courtesy;
 - (c) provide us (and our Personnel) with access to your site (and its facilities) and any other site as is reasonably necessary for us to provide the YouTour Services, free from harm or risk to health or safety at the times and on the dates reasonably requested by us or as agreed between the Parties;
 - (d) provide us with any work, health and safety information and materials required for us to provide the YouTour Services prior to our commencement of the YouTour Services;
 - (e) ensure that your Personnel are present at your site to supervise the provision of the YouTour Services at all times;

- (f) obtain all approvals, permissions and consents as required for us to provide the YouTour Services, at your own cost, within a reasonable time upon our request (including any necessary consents from any individuals to appear in any media that we produce for you as part of the YouTour Services); and
- (g) in working with us and using the YouTour Services, you (and your Personnel) will not infringe, or cause us or our Personnel to infringe, any third party rights (including Intellectual Property Rights and privacy rights).

10. Our Intellectual Property

Platform Intellectual Property

- 10.1 You acknowledge and agree that any Intellectual Property or content (including copyright and trademarks) available on the Platform, the Platform itself, and any algorithms or machine learning models used on the Platform (**Our Intellectual Property**) will at all times vest, or remain vested, in us.
- 10.2 We authorise you to use Our Intellectual Property solely for your internal business use. You must not exploit Our Intellectual Property for any other purpose, nor allow, aid or facilitate such use by any third party. Use must be limited to Authorised Users on devices that are controlled or approved by you.
- 10.3 You must not, without our prior written consent:
 - (a) copy, in whole or in part, any of Our Intellectual Property;
 - (b) reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any of Our Intellectual Property to any third party; or
 - (c) breach any intellectual property rights connected with the Platform, including (without limitation) altering or modifying any of Our Intellectual Property, downloading Our Intellectual Property, causing any of Our Intellectual Property to be framed or embedded in another website, or creating derivative works from any of Our Intellectual Property.
- 10.4 Nothing in the above clause restricts your ability to publish, post or repost Our Intellectual Property on your social media page or blog, provided that:
 - (a) you do not assert that you are the owner of Our Intellectual Property;
 - (b) unless explicitly agreed by us in writing, you do not assert that you are endorsed or approved by us;
 - (c) you do not damage or take advantage of our reputation, including in a manner that is illegal, unfair, misleading or deceptive; and
 - (d) you comply with all other terms of these Terms.

YouTour Services Intellectual Property

- 10.5 As between the Parties:
 - (a) we own all Intellectual Property Rights in Our Materials;
 - (b) you own all Intellectual Property Rights in Your Materials; and
 - (c) nothing in these Terms constitutes a transfer or assignment of any Intellectual Property Rights in Our Materials or Your Materials.
- 10.6 As between the Parties, ownership of all Intellectual Property Rights in any New Materials will, after payment by you in full of the YouTour Services Fee relevant to those New Materials, vest in you.

- 10.7 You grant us a non-exclusive, irrevocable, royalty-free, worldwide, non-sublicensable (other than to our related bodies corporate, as that term is defined in the Corporations Act 2001 (Cth)) and non-transferable right and licence, to use Your Materials that you provide to us and the New Materials, for the purpose of performing our obligations or exercising our rights under these Terms.
- 10.8 We grant you a non-exclusive, revocable, royalty-free, worldwide, non-sublicensable and non-transferable right and licence, for the duration of the Term, to use Our Materials that we provide to you solely for your use and enjoyment of the YouTour Services, as contemplated by these Terms.
- 10.9 If you (if you are an individual) or any of your Personnel have any Moral Rights in any material provided, used or prepared in connection with these Terms, you agree to (and will procure that your Personnel) consent to our use or infringement of those Moral Rights.
- 10.10 This clause will survive the termination or expiry of your Membership.

11. Your Data

- 11.1 You own all data, information or content you and your Authorised Users upload into the Platform (**Your Data**).
- 11.2 You grant us a limited licence to copy, transmit, store, backup and/or otherwise access or use Your Data to:
- (a) communicate with you (including to send you information we believe may be of interest to you);
 - (b) supply the Platform to you and otherwise perform our obligations under these Terms;
 - (c) diagnose problems with the Platform;
 - (d) enhance and otherwise modify the Platform;
 - (e) perform Analytics;
 - (f) develop other services, provided we de-identify Your Data; and
 - (g) as reasonably required to perform our obligations under these Terms.
- 11.3 You agree that you are solely responsible for all of Your Data that you and your Authorised Users make available on or through the Platform. You represent and warrant that:
- (a) you are either the sole and exclusive owner of Your Data or you have all rights, licences, consents and releases that are necessary to grant to us the rights in Your Data (as contemplated by these Terms); and
 - (b) neither Your Data nor the posting, uploading, publication, submission or transmission of Your Data or our use of Your Data on, through or by means of our Platform will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.
- 11.4 You acknowledge and agree that we may monitor, analyse and compile statistical and performance information based on and/or related to your use of the Platform, in an aggregated and anonymised format (**Analytics**). You acknowledge and agree that we own all rights in the Analytics, and that we may use the Analytics for our own internal business purposes, provided that the Analytics do not contain any identifying information.
- 11.5 We do not endorse or approve, and are not responsible for, any of Your Data.
- 11.6 You acknowledge and agree that the performance of the Platform is reliant on the accuracy and completeness of Your Data, and the provision by you of Your Data that is inaccurate or incomplete may affect the use, output and operation of the Platform.

11.7 This clause will survive the termination or expiry of your Membership.

12. Warranties

12.1 You represent, warrant and agree that:

- (a) you will not use our Platform, including Our Intellectual Property, in any way that competes with our business;
- (b) there are no legal restrictions preventing you from entering into these Terms;
- (c) you will comply with these Terms, all applicable laws, and our reasonable requests;
- (d) you will provide us (and our Personnel) with access to your site (and its facilities) and any other site as is reasonably necessary for us to provide the YouTour Services, free from harm or risk to health or safety at the times and on the dates reasonably requested by us or as agreed between the Parties;
- (e) you will provide us with all documentation, information, instructions, cooperation, approvals and access reasonably necessary to enable us to provide the YouTour Services;
- (f) in working with us and using the YouTour Services and the Platform, you agree that you (and your Personnel) will not infringe, or cause us or our Personnel to infringe, any third party rights (including Intellectual Property Rights and privacy rights);
- (g) you will not (or not attempt to) disclose, or provide access to, the Platform to third parties without our prior written consent; and
- (h) all information and documentation that you provide to us in connection with these Terms is true, correct and complete.

13. Australian Consumer Law

- 13.1 Certain legislation, including the Australian Consumer Law (**ACL**) in the Competition and Consumer Act 2010 (Cth), and similar consumer protection laws and regulations, may confer you with rights, warranties, guarantees and remedies relating to the provision of the Platform by us to you which cannot be excluded, restricted or modified (**Consumer Law Rights**).
- 13.2 If the ACL applies to you as a consumer, nothing in these Terms excludes your Consumer Law Rights as a consumer under the ACL. You agree that our Liability for the Platform provided to an entity defined as a consumer under the ACL is governed solely by the ACL and these Terms.
- 13.3 Subject to your Consumer Law Rights, we exclude all express and implied warranties, and all material, work and services (including the Platform) are provided to you without warranties of any kind, either express or implied, whether in statute, at law or on any other basis.
- 13.4 This clause will survive the termination or expiry of your Membership.

14. Indemnity

- 14.1 Despite anything to the contrary, to the maximum extent permitted by law, you are liable for, and agree to indemnify us and hold us harmless in respect of, any Liability that we may suffer, incur or otherwise become liable for, arising from or in connection with:
- (a) any property loss or damage, or personal injury or loss arising from or in connection with your performance of your obligations under these Terms;
 - (b) you (or your Personnel) breaching, or causing us or any of our Personnel to be in breach of, any third party's rights (including Intellectual Property Rights); or

- (c) you (or your Personnel) breaching any privacy or confidentiality obligation under these Terms, or any applicable law.

15. Exclusions to Liability

- 15.1 Despite anything to the contrary, to the maximum extent permitted by law, we will not be liable for, and you waive and release us from and against, any Liability caused or contributed to by, arising from or connected with:
- (a) your or your Personnel's wrongful acts or omissions;
 - (b) any works, services, goods, materials or items which do not form part of the YouTour Services or the Platform (as expressed in these Terms), or which have not been provided by us; and/or
 - (c) any delay or failure by you or any of your Personnel to obtain any relevant approvals, permissions, or to provide any information or documentation necessary to allow us to provide the YouTour Services.
- 15.2 This clause will survive the termination or expiry of these Terms.

16. Limitations to Liability

- 16.1 Despite anything to the contrary, to the maximum extent permitted by law:
- (a) neither Party will be liable for Consequential Loss;
 - (b) each Party's liability for any Liability under these Terms will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the acts or omissions of the other Party or any of that Party's Personnel (including a Party's Authorised Users), including any failure by that Party to mitigate its losses; and
 - (c) our aggregate liability for any Liability arising from or in connection with these Terms will be limited to the Fees paid by you in the 12 months immediately preceding the act, event or omission giving rise to the Liability (and where there has been less than 12 months of Fees paid, an amount equal to 12 months of Fees calculated on a pro rata basis having regard to the amount of Fees paid and the period of time).
- 16.2 This clause will survive the termination or expiry of your Membership.

17. Termination

- 17.1 **Cancellation of Memberships:** You may request to cancel your Membership at any time by notifying us via email. Your cancellation will take effect from the end of the current Billing Cycle.
- 17.2 A Membership will terminate immediately upon written notice by a Party (**Non-Defaulting Party**) if:
- (a) the other Party (**Defaulting Party**) breaches a material term of these Terms and that breach has not been remedied within 10 Business Days of the Defaulting Party being notified of the breach by the Non-Defaulting Party; or
 - (b) the Defaulting Party is unable to pay its debts as they fall due.
- 17.3 Should we suspect that you are in breach of these Terms, we may suspend your access to the Platform while we investigate the suspected breach.
- 17.4 Upon expiry or termination of your Membership:
- (a) we will remove your access to the Platform; and

- (b) where we terminate your Membership as a result of your unrectified default, you also agree to pay us our reasonable additional costs directly arising from such termination, including recovery fees.
- 17.5 Where termination is due to our breach of these Terms, we agree to refund you for any prepaid unused Fees on a pro-rata basis.
- 17.6 Termination of a Membership will not affect any rights or liabilities that a Party has accrued under these Terms.
- 17.7 This clause will survive the termination or expiry of your Membership.

18. Notice Regarding Apple

- 18.1 To the extent that you are using or accessing our Platform on an iOS device, you further acknowledge and agree to the terms of this clause. You acknowledge that these Terms are between you and us only, not with Apple Inc. (**Apple**), and Apple is not responsible for the Platform and any content available on the Platform.
- 18.2 Apple has no obligation to furnish you with any maintenance and support services with respect to our Platform.
- 18.3 If our mobile application fails to conform to any applicable warranty, you may notify Apple and Apple will refund the purchase price of the mobile application to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the mobile application and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be our responsibility.
- 18.4 Apple is not responsible for addressing any claims by you or any third party relating to our mobile application or your use of our mobile application, including but not limited to: (1) product liability claims; (2) any claim that our mobile application fails to conform to any applicable legal or regulatory requirement; and (3) claims arising under consumer protection or similar legislation.
- 18.5 Apple is not responsible for the investigation, defence, settlement and discharge of any third-party claim that our mobile application infringes that third party's intellectual property rights.
- 18.6 You agree to comply with any applicable third-party terms when using our mobile application.
- 18.7 Apple and Apple subsidiaries are third-party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary of these Terms.
- 18.8 You hereby represent and warrant that: (1) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties.

19. General

- 19.1 **Assignment:** Subject to the below clause, a Party must not assign or deal with the whole or any part of its rights or obligations under these Terms without the prior written consent of the other Party (such consent is not to be unreasonably withheld).
- 19.2 **Assignment of Debt:** You agree that we may assign or transfer any debt owed by you to us, arising under or in connection with these Terms, to a debt collector, debt collection agency, or other third party.

- 19.3 **Disputes:** A Party may not commence court proceedings relating to a dispute without first meeting with the other Party to seek (in good faith) to resolve the dispute, failing which the Parties agree to engage a mediator to attempt to resolve the dispute. The costs of the mediation will be shared equally between the Parties. Nothing in this clause will operate to prevent a Party from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction.
- 19.4 **Entire Terms:** Subject to your Consumer Law Rights, these Terms contains the entire understanding between the Parties and the Parties agree that no representation or statement has been made to, or relied upon by, either of the Parties, except as expressly stipulated in these Terms, and these Terms supersedes all previous discussions, communications, negotiations, understandings, representations, warranties, commitments and agreements, in respect of its subject matter.
- 19.5 **Force Majeure:** Neither Party will be liable for any delay or failure to perform their respective obligations under these Terms if such delay or failure is caused or contributed to by a Force Majeure Event, provided the Party seeking to rely on the benefit of this clause, as soon as reasonably practical, notifies the other party in writing about the Force Majeure Event and the extent to which it is unable to perform its obligations and uses reasonable endeavours to minimise the duration and adverse consequences of the Force Majeure Event.
- 19.6 **Governing law:** These Terms are governed by the laws of Queensland. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in Queensland and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.
- 19.7 **Notices:** Any notice given under these Terms must be in writing addressed to us at the details set out below or to you at the details provided in your Account. Any notice may be sent by standard post or email, and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.
- 19.8 **Privacy:** Each Party agrees to comply with the legal requirements of the Australian Privacy Principles as set out in the Privacy Act 1988 (Cth) and any other applicable legislation or privacy guidelines.
- 19.9 **Publicity:** With your prior written consent, you agree that we may advertise or publicise the fact that you are a user of our Platform, including on our website or in our promotional material.
- 19.10 **Severance:** If a provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or that part of that provision) will be severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions in these Terms.
- 19.11 **Third party sites:** The Platform may contain links to websites operated by third parties. Unless we tell you otherwise, we do not control, endorse or approve, and are not responsible for, the content on those websites. We recommend that you make your own investigations with respect to the suitability of those websites. If you purchase goods or services from a third party website linked from the Platform, such third party provides the goods and services to you, not us.

20. Definitions

- 20.1 **Consequential Loss** means, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise; any loss or damage that cannot be considered to arise according to the usual course of things from the relevant breach, act or omission, whether or not such loss or damage may reasonably be supposed to have been in the contemplation of the Parties at the time they entered into these Terms as the probable results of the relevant breach, act or omission, and/or, any real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of

opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data. The Parties agree that your obligation to pay us the Fee under these Terms will not constitute "Consequential Loss".

- 20.2 **Force Majeure Event** means any event or circumstance which is beyond a Party's reasonable control.
- 20.3 **Intellectual Property** means any and all existing and future rights throughout the world conferred by statute, common law, equity or any corresponding law in relation to any copyright, designs, patents or trade marks, domain names, know-how, inventions, processes, trade secrets or confidential information, circuit layouts, software, computer programs, databases or source codes, including any application, or right to apply, for registration of, and any improvements, enhancements or modifications of, the foregoing, whether or not registered or registrable.
- 20.4 **Liability** means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a party to these Terms or otherwise.
- 20.5 **Moral Rights** has the meaning given in the Copyright Act 1968 (Cth) and includes any similar rights in any jurisdiction in the world.
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- 20.8 **Personnel** means, in respect of a Party, any of its employees, consultants, suppliers, subcontractors or agents, but in respect of you, does not include us.
- 20.9 **Your Materials** means all Intellectual Property owned or licensed by you or your Personnel before the date these Terms are accepted in accordance with its terms (which is not connected to these Terms) and/or developed by or on behalf of you or your Personnel independently of these Terms and any improvements, modifications or enhancements of such Intellectual Property, but excludes Our Materials and New Materials.

For any questions or notices, please contact us at:

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