

END USER LICENCE AGREEMENT & TERMS OF USE

Minnovare Pty Ltd ACN 131 897 482

INTRODUCTION

- A. This End User Licence Agreement & Terms of Use constitutes a legally binding agreement (“Agreement”) between you as a User and Minnovare Pty Ltd ACN 131 897 482 which governs your use of the Software.
- B. By subscribing to, accessing, downloading and using the Software, you warrant your acceptance of and agree to be bound by the terms and conditions of this Agreement as set out below.
- C. If you do not accept the terms of this Agreement you are not authorised to use the Software.

OPERATIVE PART

1. Meaning of words

In this agreement:

- (a) **Business Days** means business days in New South Wales, Australia;
- (b) **Commencement Date** means the date of execution of the Rental Agreement or the date of first use of the Software (whichever is earlier);
- (c) **Content** refers to all information and content within, accessed through and generated by the Software including any data generated by the Software and any Minnovare equipment used in conjunction with the Software;
- (d) **Intellectual Property** means, whether registered or not, all copyright, designs and industrial designs, circuit layouts, trademarks, service marks and commercial names and designations, trade secrets, know-how confidential information, patents, invention and discoveries, literary artistic and scientific works, inventions in all fields of human endeavour, and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields;
- (e) **Minnovare, we, us and our** refer to Minnovare Pty Ltd ACN 131 897 482 and any of its related bodies corporate to which this agreement applies;
- (f) **Notice** includes a disclaimer, a disclosure or other statement and a consent provided in writing;
- (g) **related body corporate** has the meaning given in the Corporations Act 2001 (Cth);
- (h) **Rental Agreement** means the rental agreement for the rental of Minnovare equipment to you between you and Minnovare as amended by the parties from time to time;
- (i) **Software** means the software licensed, developed and amended from time to time by Minnovare Pty Ltd ACN 131 897 482 and includes the architecture, source code and related technologies associated with or forming part of the such software;
- (j) **User and you** means you the end-user of the Software;
- (k) **website** refers to www.minnovare.com and any variation or tailored version of the website created for your use; and
- (l) the singular includes the plural and vice versa.

2. Licence to use the Software

- (a) In consideration and incidental to your complying with the terms of the Rental Agreement, in accordance with this Agreement, we grant you a limited, non-exclusive, non-transferable licence to access, download and use the Software and Content in order to:
 - (i) allow access to the Software;
 - (ii) allow access to the Software by your staff; and
 - (iii) access the Content.
- (b) The licence granted under clause 2(a):
 - (i) is granted for the duration of the term of the Rental Agreement;
 - (ii) is granted until such time as this Agreement is terminated;
 - (iii) does not include any right to sublicense the Software; and
 - (iv) is subject to your compliance with the terms of this Agreement.
- (c) If you do not accept all of the terms of this Agreement you are not authorised to use the Software.

3. User obligations

- (a) You are responsible for your use of the Software and the use of the Software by your staff. This includes but is not limited to:
 - (i) maintaining the security of user names and passwords required for use of the Software;
 - (ii) maintaining adequate security measures to prevent unauthorised or inappropriate use of the Software;
 - (iii) ensuring adequate configuration, operation and maintenance of any computer and communication systems used with the Software; and
 - (iv) establishing and maintaining adequate backup and recovery systems to minimise and prevent adverse consequences in the event that the Software malfunctions.
- (b) You acknowledge that you have relied on your own skill, knowledge, experience and judgement to verify that the Software meets your requirements and that you are not relying on any implied warranty of fitness for your needs.
- (c) You acknowledge that you are not an agent, employee or assignee of Minnovare.
- (d) You are responsible for any fees, taxes and other payments due to any party directly or indirectly incurred by you through your use of the Software. This includes the reporting of income to relevant taxation bodies and other government authorities.

4. User accounts

- (a) To access and use the Software, you and your staff will need to use the account login details provided by us. You will then be able to log in to the Software via an Internet Browser, or by downloading the Software onto a device.
- (b) You are responsible for maintaining the security and confidentiality of any usernames and password used by you and your staff in relation to the Software.

-
- (c) You are responsible for any and all activities that occur under your User account. You agree to notify us immediately of any unauthorised use of your account or any other breach of security by you or your staff.
 - (d) We will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you will be held liable for losses incurred by us or by another party due to someone else using your account or password.
 - (e) We may block your account and any account held by your staff without notice if we believe there has been a breach of this Agreement.
 - (f) You may not use anyone else's account at any time, nor assign or transfer your account to any other person without the written permission of Minnovare.
 - (g) You agree to maintain and update your user information, data and password as required to keep it accurate, current, and complete.
 - (h) You agree that we may store and use the information and data you and your staff provide us. All personal information will be held and used in accordance with our Privacy Policy, <http://www.minnovare.com/privacy-policy/>.
 - (i) You agree that your payment information will be held by us for use in maintaining your account.
 - (j) You acknowledge and agree that we may establish general practices and limits for the use of the Software, including without limitation:
 - (i) the maximum number of days that content will be retained;
 - (ii) the maximum disk space that will be allotted on our servers on your behalf; and
 - (iii) the maximum number of times (and the maximum duration for which) you may access the Software in a given period of time; and
 - (k) You agree that we have no responsibility or liability for the deletion or failure to store any content maintained or transmitted by or via the Software.

5. Software updates and modifications

- (a) We do not make any warranty that we will release updates, service packs, patches or hot fixes in relation to any defects in the Software. Any updates to the Software will be made at our sole discretion.
- (b) We may modify the Software at any time in accordance with our normal maintenance and update release process, and if you are dissatisfied with a modification your sole remedy will be to cease using the Software.

6. Limitation of liability

- (a) To the extent permitted by law, we exclude the application of all terms, conditions, warranties and representations express or implied by statute or otherwise.
- (b) To the maximum extent permitted by law we do not warrant that the Software or Content is free from defects or that it will perform in compliance with any specifications, laws or your requirements. We do not guarantee uninterrupted access to and use of the Software and Content at all times.
- (c) Neither we, nor any of our employees, agents or officers are liable to you for any direct or indirect loss, harm or liability, or any costs, charges or expenses you or a third party may incur in connection with or arising from us providing the Software or Content including but not limited to any interruption, inaccuracy, error, or omission, regardless of cause.

-
- (d) This limitation exists whether your claim would otherwise arise in contract, under the law of torts (including negligence), by statute or otherwise.
 - (e) Our liability for a breach of a condition or warranty implied by law or otherwise, and which cannot be excluded, is limited to the extent possible, at our option, to:
 - (i) correcting and resupplying the Software or Content; or
 - (ii) supplying a workaround for defects in the Software.

7. Indemnity

- (a) You agree to indemnify, and hold us harmless from any claims, actions, damages or demands relating to or arising out of your use of the Software or Content including:
 - (i) the use or misuse of the Software by you or your staff;
 - (ii) any violation of this Agreement by you or your staff;
 - (iii) any violation of third party rights by you or your staff; and
 - (iv) any unlawful, wilful or negligent act or omission by you or your staff.

8. Software security

- (a) We do not guarantee that information or media transmitted over the internet and/or through the Software is totally secure. Therefore, when you or your staff use the Software or Content or provide any information through the Software you do so at your own risk. We take reasonable steps to keep all data and information secure while it is in our own systems but we do not guarantee that it is secure.
- (b) Your use of our Software and Content is at your own risk. We do not guarantee that our Software is free from viruses, or that access to our Software will be uninterrupted.

9. Information about you & your privacy

- (a) When you or your staff download and use our Software, we may collect personal information about you and your staff. Ordinarily, we tell you the purposes for which we collect that information when it is collected. As a general rule, we only collect such information which is necessary for us to provide our product to you or to maintain our relationship with you.
- (b) Our Privacy Policy available at <http://www.minnovare.com/privacy-policy/> sets out how we collect and deal with personal information generally, including our use of cookies on your device(s). Our Privacy Policy forms part of this Agreement, and if inconsistent with this Agreement, this Agreement will take precedence.
- (c) By downloading, installing and using the Software you acknowledge and agree with our Privacy Policy, and consent for us to collect and disclose your personal information as necessary to provide the Software and our products and services to you.
- (d) You agree that the Content may be used by us to:
 - (i) verify your identity;
 - (ii) price and design products and services;
 - (iii) assist you to subscribe to products and services;

-
- (iv) provide the products and services you require;
 - (v) provide you access to the Software;
 - (vi) notify you of new or changed services;
 - (vii) arrange for the products and services you require to be provided by third party service providers;
 - (viii) manage our relationship with you;
 - (ix) administer, improve and manage their products and services, including charging, billing and collecting debts;
 - (x) conduct appropriate checks for credit-worthiness and for fraud;
 - (xi) research and develop our products and services;
 - (xii) research and develop a Corporate User's services;
 - (xiii) gain an understanding of your needs in order to provide you with a better service and products;
 - (xiv) assist with the resolution of technical support issues or other issues relating to the Software and our services and products;
 - (xv) carry out marketing or training;
 - (xvi) comply with the laws and regulations in applicable jurisdictions; and
 - (xvii) maintain and develop their business systems and infrastructure.
- (e) We may exchange the Content with our related bodies corporate. We and our related bodies corporate may use the Content for any of the purposes mentioned in clause 9(d).
- (f) We may also disclose the Content, as appropriate, to:
- (i) our Corporate Users and their employees, assignees, agents, referred service providers, contractors and external advisers;
 - (ii) our employees, assignees, agents, referred service providers, contractors and external advisers;
 - (iii) organisations which verify your identity;
 - (iv) your agents, advisers, referees, executor, administrator, trustee, the beneficiary of any trust of which you are a trustee, your guardian, attorney or franchisor;
 - (v) law enforcement, regulatory and government bodies;
 - (vi) anyone who introduces you to us;
 - (vii) your and our auditors, insurers or prospective insurers and their underwriters;
 - (viii) any person we consider necessary to execute your instructions; and
 - (ix) other organisations (and their agents) with whom we have arrangements for the supply and marketing of our respective products and services.
- (g) From time to time we may send your information overseas, including to overseas service providers or other third parties who operate or hold data outside Australia. Where we do this, we make sure that appropriate data handling and security arrangements are in place. Please note that Australian law may not apply to some of these entities.

10. Third party websites

- (a) The Software may contain links to other products and services of third parties. We do not endorse or otherwise approve the owners or operators of the third party business, third party website, or the information, graphics and material on those websites or the goods or services (including software) offered on those websites.
- (b) To the extent permitted by law, we are not responsible or liable for, and give no warranty in respect of, any third party website, application or the goods and services (including software) offered by a third party or any information appearing in any product or service we may offer.
- (c) We may receive payments from third parties in relation to goods or services supplied or received as a result of users and third parties accessing third party services or any links to third party applications or websites contained in our Software or website.
- (d) Third party applications and websites are not subject to our privacy standards so you should review the privacy policy and any other relevant notice that appears on a third party application or website.

11. Intellectual Property

- (a) You acknowledge all Intellectual Property held, located within and related to our Software and the Content is the property of Minnovare and its related bodies corporate and protected by Intellectual Property law. Nothing in this Agreement conveys or vests to you any interests or ownership in such Content or Intellectual Property.
- (b) Any improvements, suggestions, ideas, enhancement requests, feedback, recommendations, templates, libraries or other software or information you provide to or jointly develop with Minnovare shall belong solely to Minnovare.
- (c) Other than for the purposes and subject to the conditions prescribed under the Copyright Act 1968 (Cth), you must not reproduce, upload to a third party, link to, frame, store in a retrieval system or transmit any part of the Software or Content without our prior written consent.
- (d) Our Software and Intellectual Property includes trade marks owned by us (or our related bodies corporate). You must not use any of these trade marks in any way without our prior written consent.
- (e) You must not, without our prior written consent, redistribute or resell the Software or Content or the Intellectual Property in the Software or Content.
- (f) You agree that you will not do or cause to be done any act or thing that may impair any of Minnovare's Intellectual Property rights in connection with the Software or Content.
- (g) You agree that you must not:
 - (i) copy, sell, market, license, sublicense, lend, loan, distribute, transmit, rent, lease, upload, post, electronically transfer or otherwise assign or transfer or directly or indirectly permit any third party to use, access, exploit or copy any part of the Software or Content;
 - (ii) copy ideas, features, functions or graphics of the Software or Content for use in another product or service; or
 - (iii) incorporate or use the Software or Content in whole or in part in any other software, service or product.

12. Permitted use and licence

- (a) You agree not to use the Software or Content and ensure your staff do not use the Software or Content:
 - (i) for any purpose that is unlawful or prohibited by this Agreement;
 - (ii) in any manner that could damage, disable, overburden, or impair our server, or the network(s) connected to our server, or interfere with any other party's use and enjoyment of the Software;
 - (iii) to attempt to gain unauthorised access to any service, other accounts, computer systems or networks connected to our server through hacking, password mining or any other means;
 - (iv) to attempt to obtain any materials or information through any means not intentionally made available through our Software;
 - (v) to offer or provide a commercial bureau or application service provider service;
 - (vi) to transmit or otherwise make available any content or media that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
 - (vii) to impersonate any person or entity;
 - (viii) to transmit or otherwise make available any content that you do not have a right to make available under any law or which infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
 - (ix) to transmit or otherwise make available any unsolicited or unauthorised advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation unless expressly authorised to do so;
 - (x) to stalk or otherwise harass another; or
 - (xi) to collect or store personal data about other users.
- (b) You agree to not (and ensure your staff do not):
 - (i) modify, customise, reverse engineer or disassemble the Software;
 - (ii) input or store materials into or in the Software containing software viruses, worms, trojan horses or other harmful computer code, files scripts, agents or programs;
 - (iii) interfere with or disrupt the integrity or performance of the Software, Content or any equipment rented by Minnovare to you; or
 - (iv) circumvent, alter or modify disabling mechanisms which may be resident in the Software or mechanisms that control access to use of the Software.
- (c) We have the right (but not the obligation) in our sole discretion to:
 - (i) refuse the transmission of any Content via the Software;
 - (ii) refuse access to or use of the Software;
 - (iii) move any Content that is available via the Software;
 - (iv) to remove any Content that violates this Agreement or is otherwise deemed by us to be objectionable; and
 - (v) preserve or disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the

Agreement; (c) respond to claims that any content violates the rights of third-parties; or (d) protect our rights, property or the personal safety of our staff, other users and the public.

- (d) As a condition of your use of our Software, you authorise us to include you or your organisation's name in our published list of users.

13. Termination and modification of Software

- (a) We may in our sole discretion immediately suspend, terminate this Agreement or limit you or your staff and student's access to the Software or Content if:
- (i) we deem that you or your staff are in breach of this Agreement or our Privacy Policy;
 - (ii) we deem that your or your staff and student's use of the Software is low and warrants termination of your access; or
 - (iii) any licence we may hold or require to licence and distribute the Software is terminated for any reason.
- (b) We will notify you of such suspension, termination or limitation by email within five (5) business days. You agree that we will not be liable to you or any third-party for any termination of your access to the Software or Content.
- (c) We may terminate this Agreement without cause by providing you 30 days prior written notice.
- (d) We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Software or Content (or any part thereof) with or without notice. You agree that we will not be liable to you or to any third party for any modification, suspension or discontinuance of the Software, Content or our related services.

14. Notice

Minnovare may give Notice under this Agreement by means of notice on the Software, on our website, or by email.

15. Jurisdiction, severability and waiver

- (a) The information in our Software, Content and this Agreement has been prepared in accordance with the laws of Western Australia and the Commonwealth of Australia. The Software may not comply with the laws of any other State or country.
- (b) The terms and conditions of this Agreement will be construed in accordance with the laws in force in the State of Western Australia, and we both agree to submit to the non-exclusive jurisdiction of the courts of Western Australia.
- (c) If any provisions of this Agreement become void, voidable or unenforceable then those provisions are deemed to be severed and the remaining provisions will continue to have full force and effect.
- (d) Any failure or delay by Minnovare in exercising any right, power or privilege available to us will not operate as a waiver of that power or right.

16. Changes to this Agreement

- (a) This statement sets out our current End User Licence Agreement for our Software and Content. It replaces any other licence agreement which we have previously issued.

-
- (b) We may amend this Agreement at any time. If we do, we will inform you of any update by way of email or a post on our website. By accepting this Agreement, you agree that our publishing of an amended version will be sufficient notice of any changes and that your subsequent access to, viewing, reliance on or other use of the Software or Content will constitute your acceptance of those amendments.
 - (c) We suggest you periodically review our website for any changes.
 - (d) All information within the Software is subject to change without notice.

17. Contacting us

If you have any questions regarding this Agreement please contact us at info@minnovare.com.