

FlexiBuzz Terms and Conditions - For Account Holders

The following Terms and Conditions, imposed by InLoop Pty Ltd (ACN 114 508 771) of Ground Floor, Watermark Building, 5 Victoria Parade, Manly NSW 2095 (the "**Licensor**"), apply to the ongoing use of FlexiBuzz by the Account Holder (the "**Licensee**").

RECITALS:

A. The Licensor owns an integrated suite of smartphone apps, computer software, and website portal marketed as "FlexiBuzz" (previously known as "Tiqbiz") ("**FlexiBuzz**").

B. The Licensor has agreed to grant to the Licensee a non-exclusive licence to use FlexiBuzz and software and its associated documentation on the Terms and Conditions set out below.

1. DEFINITIONS AND INTERPRETATION

In these Terms and Conditions, unless the context indicates the contrary:

Administrator means an organisation or person that has been provided with Administration Rights;

Administration Rights means authority provided by the Licensor to the Licensee, or authority delegated by the Licensee, to manage the administration area of the Licensed Application, including the ability to create and delete boxes, in order to send Content to, receive Content from, and manage Content of End-users, and the authority to create Editors;

Commencement Date means the date that the Licensee first activates the Licensed Application using a username and password provided by the Licensor;

Confidential Information means all information provided by one party to the other in connection with this Agreement where such information is identified as confidential at the time of its disclosure or ought to reasonably be considered confidential based on its content, nature or the manner of its disclosure, but excluding:

(a) information that enters the public domain or is disclosed to a party by a third party, other than through a breach of this Agreement, and

(b) information developed independently by a party;

Content means any information, text, files, graphics, photos or other materials uploaded, downloaded, posted, provided to, or appearing in the Licensed Application;

Documentation means any and all proprietary documentation made available to the Licensee by the Licensor for use with the Licensed Application, including any documentation available online;

Editor means an End-user that has been granted limited rights by an Administrator to manage the Content of specific boxes allocated by that Administrator. Editors cannot create or delete boxes;

End-user means an organisation or person other than an Administrator or Editor that has activated the Licensed Application by providing a username (first name and surname) and password;

Fees means the fees (as amended) provided to the Licensee by the Licensor at or before the Invoicing Date and detailed on the Website;

FlexiBuzz Privacy Statement means the Privacy Statement issued by the Licensor made available on the Website;

Force Majeure Event means any event beyond the control of the relevant party;

GST has the meaning given in A New Tax System (Goods and Services Tax) Act 1999 (Cth), or any other similar tax;

Intellectual Property Rights means all intellectual property rights, including all copyright, patents, trademarks, design rights, trade secrets, domain names, source code, knowhow and other rights of a similar nature, whether registrable or not and whether registered or not, and any applications for registration or rights to make such an application;

Invoicing Date means the date of the conclusion of a free trial period or, if there is no free trial period, the Commencement Date;

Licensed Application means FlexiBuzz owned by the Licensor and provided to the Licensee by the Licensor pursuant to this Agreement;

Personally Identifiable Information means information about persons, as defined by the Privacy Act 1988 (Cth) (as amended) which is stored by the Licensed Application for its Purpose;

Moral Rights has the meaning given under the Copyright Act 1968 (Cth) and includes any similar rights existing in other countries;

Purpose means the use of FlexiBuzz which includes one way communication from an Administrator or Editor to groups of End-users and two-way communication between an Administrator or Editor and individual End-users;

Term means the time from the Commencement Date until termination in accordance with clause 14;

Website means www.flexibuzz.com; and

Unless the context requires otherwise:

(a) a reference to a person includes a corporation or any other legal entity;

(b) the singular includes the plural and vice versa;

(c) headings are for convenience and do not form part of this Agreement or otherwise affect the interpretation of this Agreement;

(d) the term "includes" (or any similar term) means "includes without limitation"; and

(e) a reference to any statute includes references to any subsequently amended, consolidated or re-enacted version of that statute and all delegated legislation or other statutory instruments made under it.

2. GRANT OF LICENCE

2.1 The Licensor grants to the Licensee a non-exclusive, non-transferable licence to use the Licensed Application and the Documentation for the Purpose during the Term subject to and in accordance with these Terms and Conditions.

2.2 The Licensee must not:

(a) use the Licensed Application for any purpose or in any manner other than as set out in clause 2.1;

(b) use the Licensed Application in any way that could damage the reputation of the Licensor or the goodwill or other rights associated with the Licensed Application;

- (c) permit any third party, other than a designated Editor, to use the Licensed Application without the Authorisation of the Licensee;
- (d) permit any person to change, amend or customise any part of the Licensed Application;
- (e) except as expressly permitted by this Agreement, and except to the extent that applicable laws, including the Copyright Act 1968 (Cth), prevent the Licensor restraining the Licensee from doing so:
 - (i) reproduce, make error corrections to or otherwise modify or adapt the Licensed Application or the Documentation or create any derivative works based upon the Licensed Application or the Documentation;
 - (ii) de-compile, disassemble or otherwise reverse engineer the Licensed Application or permit any third party to do so; or
- (f) modify or remove any copyright or proprietary notices on the Licensed Application or the Documentation.

DELIVERY AND INSTALLATION

3.1 The Licensor shall make the Licensed Application available for download from appropriate app download sites in accordance with the terms of use of those individual sites.

3.2 The Licensor is under no obligation to provide technical support to aid the installation of the Licensed Application on the Licensee's computer or device.

3.3 The Licensee shall ensure that the computer or device on which the Licensed Application is to be installed is in good, up to date working order and operating condition.

4. 30-DAY FREE TRIAL PERIOD

4.1 The Licensor may agree to provide the Licensed Application to the Licensee for a free, no obligation period of 30-days to trial the Licensed Application.

4.2 During this 30-day trial, the Licensee agrees that it must still abide by these Terms and Conditions but will not be required to pay the Fees during this time.

4.3 If, at the end of the 30-day trial period, the Licensee chooses to pay the Fees, it will be governed by these Terms and Conditions for the Term.

4.4 If, at the end of the 30-day trial period, the Licensee chooses not to pay the Fees, the requirements provided in clauses 13 and 14 shall immediately apply.

4.5 The Licensee must advise the Licensor in writing at the conclusion of the 30-day trial period whether it intends to proceed in accordance with clause 4.3 or 4.4 of these Terms and Conditions.

5. LICENSOR'S OBLIGATIONS AND ACKNOWLEDGEMENTS

5.1 The Licensor has the following obligations under this Agreement:

- (a) To provide access to the Licensed Application to the Licensee for the Term;
- (b) To manage the Licensee's Personally Identifiable Information in accordance with the FlexiBuzz Privacy Statement as updated from time to time and available on the Website; and

(c) To keep the Licensee's password and account details confidential.

5.2 The Licensor is under no obligation to provide technical support to the Licensee.

5.3 The Licensor acknowledges that Content provided to the Licensed Application by the Licensee and Editors in the course of the Purpose is owned by the Licensee and Editors respectively.

5.4 The Licensor will investigate complaints made regarding inappropriate Content, or make its own enquiries, and remove the Content, at the Licensor's absolute discretion.

5.5 The Licensor does not endorse, support, represent, or guarantee the completeness, truthfulness, tact, accuracy, or reliability of any Content or endorse any opinions expressed in the Content.

5.6 The Licensor is not liable for any Content, including, but not limited to, any promises, errors or omissions, or any loss or damage incurred as a result of use of any Content.

5.7 The Licensor will not honour any deals, promotions or promises made in the Content.

5.8 The Licensor may terminate a Licensee if there has been no access to the Licensed Application over a period of one year.

6. LICENSEE'S OBLIGATIONS AND ACKNOWLEDGEMENTS

6.1 The Licensee has the following obligations and makes the following acknowledgment under these Terms and Conditions:

(a) To provide accurate identification information requested by the Licensor including name, email address, country of residence;

(b) Keep the password and email address secure;

(c) The Licensee acknowledges and accepts that during the Term:

(i) The Licensor may update, alter or change the Licensed Application or these Terms and Conditions at any time. Such updates, alterations or changes shall be effective immediately and incorporated into this Agreement. The changes will be advised on the Website;

(ii) The Licensor may assign or sell its rights to the Licensed Application without notice to the Licensee;

(iii) The Licensor will retain Content in the Licensed Application for a maximum of one year during the Term and for a maximum of one month after termination;

(iv) The Licensor cannot guarantee availability of the Licensed Application at all times. Events such as maintenance, capacity restraints, security requirements and disruptions beyond the control of the Licensor, such as power failures, and network disruptions may result in temporary disruptions or malfunctions; and

(v) The Licensed Application relies for part of its operation on push notification services provided by third parties such as Apple and Google. As such, delivery of Content is not guaranteed and is subject to the data delivery policies of these third parties.

6.2 The Licensee must not provide Content to the Licensed Application that is subject to copyright or other lawful restrictions without written permission of the copyright holder.

6.3. The Licensee must not publish images of a child under the age of 18 years without the express consent of the parent or guardian of such child.

6.4 The Licensee must not provide the Licensed Application with Content that is objectionable, pornographic, violent, hateful, vilifying, inciteful, illegal or in poor taste.

6.5. The Licensee acknowledges that the Licensor may, at its absolute discretion, remove any Content.

6.6 The Licensee must not defame, stalk, bully, abuse, harass, threaten, impersonate or intimidate people or organisations.

6.7 The Licensee must not provide private or Confidential Information to the Licensed Application except by direct message to an End-user only and who shall remain bound by privacy and confidentiality under the End-user Terms and Conditions.

6.8 The Licensee must not use the Licensed Application for any illegal or unauthorised purpose and the Licensor shall adhere to mandatory standards of reporting where illegal use is discovered or where the Licensee becomes aware of any illegal use.

6.9 The Licensee agrees to comply with all laws, rules, and regulations applicable to the use of the Licensed Application in the state, territory or country applicable.

6.10 The Licensee acknowledges that an End-user, having added itself to the Administrator's or Editor's box in the Licensed Application:

(a) That Administrator will be able to view the name (but not the password or email address) of the End-user;

(b) Content provided to the Licensed Application by the Licensee will be visible to that End-user;

(c) The Licensee may be exposed to objectionable Content provided by that End-user; and

(d) The Licensee may be exposed to advertising or promotional material provided by that End-user.

6.11 Any use or reliance on any Content or materials viewed in the Licensed Application is at the Licensee's own risk.

6.12 The Licensee may be provided with internet links in the Content which link to third party websites which are outside the control of the Licensor.

6.13 The Licensee must not do any of the following while accessing or using the Licensed Application:

(a) access, tamper with, or use non-public areas or non-indexed areas of the Licensed Application, or the technical delivery systems of the Licensed Application's third party providers;

(b) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures;

(c) access or search or attempt to access or search the Licensed Application by any means (automated or otherwise) other than through published interfaces that are provided by the Licensor;

(d) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Licensed Application to send altered, deceptive or false source-identifying information;

(e) interfere with, or disrupt, or attempt to disrupt, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Licensed Application, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Licensed Application; and

(f) attempt to gain access to a locked box or a purpose built secured area in another account that has been licensed by the Licensor unless express permission has been granted by the Licensor.

6.14 The Licensee acknowledges that management of the Licensee's Content by an Administrator or Editor to comply with these Terms and Conditions is the responsibility of the Licensee and not the Licensor.

6.15 The Licensee cannot opt out of communications from the Licensor that are necessary for smooth running of the Licensed Application.

6.16 Access to the Licensed Application is restricted to users in excess of 14 years of age.

6.17 In the event of a breach of this Clause 6 the Licensor reserves the right to seek injunctive relief without notice to the Licensee in a court of competent jurisdiction along with damages and legal costs and fees incurred in seeking such relief.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 Nothing in this Agreement constitutes a transfer of any Intellectual Property Rights.

7.2 The Licensee:

(a) acknowledges that the Licensor owns all Intellectual Property Rights in the Licensed Application; and

(b) will not directly or indirectly do anything that would or might invalidate or put in dispute the Licensor's title in the Licensed Application.

7.3 If any person makes any claim alleging that any of the Licensed Application (or use of the Licensed Application) infringes any Intellectual Property Rights or Moral Rights of any person, the Licensee must:

(a) promptly notify the Licensor in writing;

(b) not make any admissions or take any action in relation to the claim without the Licensor's written consent;

(c) permit the Licensor control over any and all investigations, negotiations, settlement and dispute resolution proceedings relating to the claim; and

(d) cooperate with, assist and act at all times in accordance with the reasonable instructions of the Licensor, in relation to the claim and any consequent investigations, negotiations, settlement and dispute resolution proceedings.

8. PAYMENT

8.1 The Licensee must pay the Licensor the Fees on the Invoicing Date and thereafter on each anniversary of the Invoicing Date.

8.2 The Licensor will invoice the Licensee for the Fees on a yearly basis in advance and will provide access to the Licensed Application provided the Fees are paid in full.

8.3 The Fees are posted to the Website or may be privately negotiated with the Licensee. The Licensor may change the Fees at any time and the new Fees will apply at the next invoice.

9. GST

9.1 All amounts payable under this Agreement are expressed exclusive of GST.

9.2 In respect of any taxable supply, the Licensee must pay to the Licensor an additional amount equal to the prevailing GST rate, payable at the same time and in the same manner as the Fees, subject to the receipt by the Licensee of a valid tax invoice.

10. AUDIT

10.1 With the Licensor's reasonable belief of a breach, the Licensee must permit the Licensor (or its nominated auditor) to audit the records and premises of the Licensee at any time during the Term and for 3 years following the end of the Term, on at least 5 days written notice, for the purpose of confirming the Licensee's compliance with these Terms and Conditions.

11. WARRANTIES

11.1 The Licensor warrants to the Licensee that the Licensed Application will substantially meet the description set out in the Website, as updated from time to time.

11.2 Each party warrants to the other that it has the right and ability to enter into these Terms and Conditions and that these Terms and Conditions will be legally binding on it.

12. INDEMNITY

12.1 The Licensee is responsible for any civil or criminal liability that is incurred as a result of its use of the Licensed Application or Documentation. The Licensee indemnifies the Licensor against all liabilities, expenses, legal costs and fees on a full indemnity basis and damages arising out of claims based upon use of the Licensed Application or Documentation.

12.2 The Licensee fully indemnifies the Licensor in relation to any and all Content provided to the Licensed Application by the Licensee.

13. LIABILITY

13.1 To the full extent permitted by law, the Licensor excludes all liability in respect of loss of data, interruption of business or any consequential or incidental damages suffered by the Licensee.

13.2 To the full extent permitted by law, the Licensor excludes all representations, warranties or terms (whether express or implied) other than those expressly set out in this Agreement.

13.3 The Licensor's total aggregate liability for all claims relating to this Agreement is limited to the Fees payable under this Agreement.

13.4 Either party's liability for any claim relating to this Agreement will be reduced to the extent to which the other party contributed to the damage arising from the claim.

13.5 This Agreement is to be read subject to any legislation which prohibits or restricts the exclusion, restriction or modification of any implied warranties, conditions, guarantees or obligations. If such

legislation applies, to the extent possible, the Licensor limits its liability in respect of any claim to the supply of the services.

14. TERMINATION

14.1 A party may terminate this Agreement at any time without notice by written notice to the other party.

15. CONSEQUENCES OF TERMINATION

15.1 If this Agreement is terminated or expires for any reason, then, in addition and without prejudice to any other rights or remedies available:

- (a) the parties are immediately released from their obligations under the Agreement except those obligations in clauses 6, 7, 10, 11, 12, 13, and 16 and any other obligations that, by their nature, survive termination;
- (b) each party retains the claims it has against the other;
- (c) the Licensee's right to use the Licensed Application immediately ceases and the licences granted under this Agreement terminate;
- (d) the Licensee must immediately remove the Licensed Application from all devices; and
- (e) the Licensor will deactivate the Licensee's account so that the email and password do not access the Licensed Application.

16. CONFIDENTIALITY

16.1 A party must not, without the prior written consent of the other, use or disclose the other party's Confidential Information unless expressly permitted by this Agreement or required to do so by law or any regulatory authority.

16.2 A party may:

- (a) use the Confidential Information of the other party solely for the purposes of complying with its obligations and exercising its rights under this Agreement; and
- (b) disclose the Confidential Information to its personnel or advisers to the extent necessary for them to know the information for purposes related to this Agreement, but only if reasonable steps are taken to ensure that the confidentiality of the information is retained.

16.3 Each party must implement and maintain effective security measures to prevent unauthorised use and disclosure of the other party's Confidential Information whilst it is in the receiving party's possession or control.

16.4 Each party must return, or at the other party's option destroy, all Confidential Information of the disclosing party in the receiving party's possession or control, on the earlier of the Licensor's request or on termination of this Agreement for any reason.

17. NOTICES

17.1 The parties' contact details for notices under this Agreement are as follows, or as otherwise notified by one party to the other from time to time:

Licensor: InLoop Pty Ltd

Address: Ground Floor, Watermark Building, 5 Victoria Parade, Manly NSW 2095

Email: support@flexibuzz.com

Licensee: Name and email address provided by the Account Holder.

17.2 All notices must be in writing and can be given by:

- (a) hand delivery during normal business hours;
- (b) registered post; or
- (c) email followed within 2 business days by one of the means listed above.

17.3 A notice is deemed to be given and received:

- (a) if delivered in accordance with clause 17.2(a), on the next business day after the day of delivery;
- (b) if sent in accordance with clause 17.2(b), within 5 clear business days after the day of posting;
and
- (c) if sent in accordance with clause 17.2(c), on the next business day after transmission.

18. AMENDMENTS

18.1 The Licensor may amend these Terms and Conditions from time to time by posting a revised version of such Terms and Conditions to the Website and sending you an email notification. By continuing to use the Licensed Application after any amendments to the Terms and Conditions you agree to abide and be bound by any such changes. If you do not agree with any changes made to the Terms and Conditions you must terminate the Agreement by deleting the Licensed Application.

19. GENERAL

19.1 The Licensee must not assign, sublicense or otherwise deal in any other way with any of its rights under this Agreement without the prior written consent of the Licensor.

19.2 Nothing contained in this Agreement creates any relationship of partnership or agency between the parties.

19.3 If a provision of this Agreement is invalid or unenforceable it is to be read down or severed to the extent necessary without affecting the validity or enforceability of the remaining provisions.

19.4 Each party must at its own expense do everything reasonably necessary to give full effect to this Agreement and the events contemplated by it.

19.5 This Agreement (and any documents executed in connection with it) is the entire Agreement of the parties about its subject matter and supersedes all other representations, arrangements or agreements. Other than as expressly set out in this Agreement, no party has relied on any representation made by or on behalf of the other.

19.6 A provision of or a right under this Agreement may not be waived or varied except in writing signed by the person to be bound.

19.7 By activating the Licensed Application by providing a username and password to create an account on the Commencement Date, or by continuing to use the Licensed Application, the Licensee

agrees to these Terms and Conditions which constitute the agreement between the Licensee and Licensor.

19.8 A party will not be responsible for a failure to comply with its obligations under this Agreement to the extent that failure is caused by a Force Majeure Event, provided that the party keeps the other closely informed in such circumstances and uses reasonable endeavours to rectify the situation.

19.9 Without limiting any other right to terminate under this Agreement, if a Force Majeure Event affects a party's performance under this Agreement for more than thirty (30) consecutive days, the other party may immediately terminate this Agreement by written notice.

19.10 This Agreement is governed by the laws of New South Wales, Australia and each party submits to the jurisdiction of the courts of New South Wales.