

Terms and Conditions of Use – For End-users

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 End-user (the “**Licensee**”).

RECITALS:

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

B. The Licensor has agreed to grant to the Licensee a non-exclusive license 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 is a FlexiBuzz account holder and has been provided with Administration Rights;

Administration Rights means authority provided by the Licensor 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;

Commencement Date means the date that the Licensee first activates the Licensed Application in the activation pane after downloading the Licensed Application;

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;

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;

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;

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

Licensee means an End-user;

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

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;

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 10;

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 to use the Licensed Application without the authorisation of the Licensor;

(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.

3. 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. LICENSOR'S OBLIGATIONS AND ACKNOWLEDGEMENT

4.1 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.

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

4.3 The Licensor acknowledges that Content provided to the Licensed Application by the Licensee in the course of the Purpose is owned by the Licensee.

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

4.5 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.

4.6 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.

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

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

5. LICENSEE'S OBLIGATIONS AND ACKNOWLEDGMENT

5.1 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; and

(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.

5.2 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 owner.

5.3. 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.

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

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

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

5.7 The Licensee must not publish or provide private or Confidential Information to the Licensed Application except by direct message to an Administrator or Editor, who shall remain bound by privacy and confidentiality under these Terms and Conditions and at law.

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

5.9 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.

5.10 The Licensee acknowledges that, having added itself to an Administrator's account in the Licensed Application: That Administrator or Editor will be able to view the name (but not the password or email address) of the Licensee; Content provided to the Licensed Application by the Licensee will be visible to that Administrator; The Licensee may be exposed to objectionable Content provided by that Administrator or Editor; The Licensee may be exposed to advertising or promotional material provided by that Administrator or Editor.

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

5.12 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 and the Licensor takes no responsibility for links to third party sites.

5.13 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 attempt to gain access to a locked box or purpose built secured area in an Administration area unless express permission has been granted by the Administrator.

5.14 The Licensee acknowledges that management of the Licensee's Content by an Administrator or Editor is the responsibility of the Administrator or Editor and not the Licensor.

5.15 The Licensee cannot opt out of communications from the Licensor that are necessary for the ongoing operation of the Licensed Application.

5.16 Access to the Licensed Application is restricted to End-users in excess of 14 years of age.

5.17 In the event of a breach of this clause 5 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.

6. INTELLECTUAL PROPERTY RIGHTS

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

6.2 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.

6.3 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.

7. WARRANTIES

7.1 The Licensor does not warrant to the Licensee that the Licensed Application will meet the individual requirements of the Licensee and the Licensee is responsible for undertaking and satisfying itself as to the appropriateness of the Licensed Application for its use.

7.2 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.

8. INDEMNITY

8.1 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.

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

9. LIABILITY

9.1 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.

9.2 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.

9.3 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.

9.4 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 again.

10. TERMINATION

10.1 A party may terminate this Agreement at any time without notice:

- (a) by deleting the Licensed Application (for an End-user); and
- (b) at any time and for any reason (for the Licensor).

11. CONSEQUENCES OF TERMINATION

11.1 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 5, 6, 7, 8, 9, 11 and 12 and any other obligations that, by their nature, survive termination;
- (b) the Licensee's right to use the Licensed Application immediately ceases and the licenses granted under this Agreement terminate;
- (c) the Licensee must immediately remove the Licensed Application from all devices; and
- (d) the Licensor will deactivate the Licensee's account so that the email and password no longer access the Licensed Application.

12. CONFIDENTIALITY

12.1 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.

12.2 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.

12.3 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.

13. NOTICES

13.1 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 (ACN 114 508 771) of Ground Floor, Watermark Building, 5 Victoria Parade, Manly, NSW, 2095. Email: support@flexibuzz.com

Licensee: Name and email address provided by the End-user.

13.2 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.

13.3 A notice is deemed to be given and received:

- (a) if delivered in accordance with clause 13.2(a), on the next business day after the day of delivery;
- (b) if sent in accordance with clause 13.2(b), within 5 clear business days after the day of posting; and
- (c) if sent in accordance with clause 13.2(c), on the next business day after transmission.

14. AMENDMENTS

14.1 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.

15. GENERAL

15.1 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.

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

15.3 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.

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

15.5 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.

15.6 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.

15.7 By activating the Licensed Application by ticking a box stating 'I have read the Terms and Conditions' (or similar) and providing a username and password 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.

15.8 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.

15.9 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.

15.10 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.