

CoVentured

**End User Licence
Agreement**

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END USER LICENCE AGREEMENT

This End User Licence Agreement (**EULA**) is between You and the Licensor. Your use of the Licensor's Services is governed by this EULA. It is a legal agreement between You and the Licensor.

In consideration for Registering as a user of the Licensor's Services You confirm acceptance of this EULA. The date You Register will be the effective date of this EULA (**Effective Date**). You may not make any use of the Licensed Services unless You have accepted this EULA. At a minimum, Your agreement with the Licensor will always include this EULA.

1 DEFINITIONS

Automated Access means use of a process, script, webcrawler, software or other methodology that:

- (a) permits a user that is not a human user to access the Licensed Services as a user; or
- (b) monitors any activity in connection with the Licensed Services, and
- (c) regardless of whether the Licensor is aware of the nature of such access.

Circumstance means any fact, matter, circumstance or claim that occasions a Loss.

Confidential Information has the meaning set out in **clause 7.1**.

Harmful Code means viruses, worms, time bombs, Trojan horses and other harmful software, files, scripts, agents or programs.

Intellectual Property Rights means intellectual property rights conferred on a party or recognised at Law in any territory throughout the world including any rights associated with copyright, trade mark, business name, patent, innovation concept, semiconductor, formula, trade secret, method, circuit layout, invention and any other results of intellectual activity in any field of industry or endeavour and includes any right to use an Intellectual Property Right owned by a third party where the terms of that right of use or licence permit a use of that Intellectual Property Right as contemplated under this EULA and any Terms of Service.

Law means, with reference to any applicable jurisdiction, any statute, regulation, by-law or a provision of a statute, regulation, or by-law and includes, without limitation, any statutory rule, or ruling by a statutory body.

Licensed Services means the online platforms or websites provided by the Licensor from time to time via www.coventured.com and other designated platforms or websites that are described to You from time to time. The Licensed Services include, but are not limited to:

- (a) any services that are arranged by You direct with the Licensor; and

- (b) any associated offline components, but excluding Third Party Applications.

Licensor means Coventured Pty Ltd (ACN 619 157 729) of C/- Growthwise, Level 1, 31 Darby Street, Newcastle, NSW 2300, Australia.

Licensor Material means all material provided to You by the Licensor prior to and during Your operation of the Licensed Services, including all software, guides, any material setting out or supplementing Terms of Service and any other written communications that are commercially sensitive to the Licensor.

Loss means, in relation to any Circumstance, all losses, costs, damages, expenses, penalties, third party claims and other liabilities arising out of or in connection with that Circumstance and including all legal and other professional expenses on a solicitor client basis incurred in connection with investigating, disputing, defending or settling any claim, action, demand or proceeding relating to that Circumstance (including any claim, action, demand or proceeding based on the terms of this EULA) including but not limited to:

- (a) all foreseeable loss from the Circumstance; and
- (b) all consequential loss flowing from the Circumstance, including:
 - (i) lost profits;
 - (ii) funding shortfalls or refusals on the part of any funding body to provide funds due to the existence of the Circumstance;
 - (iii) all kinds of expenses incurred as a result of the Circumstance;
 - (iv) enforcement costs in any legal action against any other party that are required to:
 - (A) reduce further damage, breach or other infringements that may ensue from the Circumstance; or
 - (B) achieve restitution or compensation for the party affected by any ensuing breaches, infringements, losses or claims, and

costs, expenses, or other quantifiable amounts that are not capable of being obtained, secured or recovered by the relevant party as a result of lost opportunities flowing from the Circumstance.

Register means the act of registration as a user of the Licensed Services (including by means of Automated Access) and includes the act of registration on behalf of that person as a user, or the web-based confirmation of an act of acceptance of an invitation by any person to become a user. Without limiting **clause 2.3(d)**, in this EULA, Registered, Registering and other similar grammatical variances of this word have the corresponding meaning of this concept in the context they are used.

Terms of Service means any other written agreement that You enter into with the Licensor in respect of the Licensed Services, if any. Subject to any principles of interpretation set out in the Terms of Service and this EULA, the Terms of Service will be deemed to be incorporated as part of this EULA.

Third Party Applications means online, web-based applications and offline software products that are:

- (a) provided by third parties;
- (b) interoperate with the Licensed Services; and
- (c) may be either separate or con-jointed with the Licensed Services, whether or not they are identified to You by the Licensor as applications that are provided by third parties.

You means any party who is Registered. Without prejudice to the requirements of Licensor's Registration policies, when:

- (a) there is more than one party involved in that instance of Registration, those parties are jointly and severally liable to the Licensor;
- (b) You are an individual, the expression includes Your personal representatives, employees and agents;
- (c) the Registered party is a corporation, the expression includes the employees, agents and successors of the corporation;
- (d) the Registered party is a partnership, the expression includes the partnership as it is constituted as at the date of its Registration and each of its members and also the successors of the partnership whether comprising the same of a different name and each of the members of the partnership or its successors as it may be constituted from time to time;
- (e) the Registered party is or becomes a trustee (whether or not that fact is disclosed to the Licensor) the expression includes the party in its personal capacity as well as its capacity as a trustee. Without limiting **clause 2.3(d)**, in this EULA, Your, Yours and other grammatical variances of these terms in this EULA have the corresponding meaning of this concept in the context they are used.

Your Content means all content or information owned by You (or content in which You have Intellectual Property Rights) that is submitted by You making use of the Licensed Services, whether that content is submitted by You or content that is intended by You to be syndicated using the Licensed Services, but not including:

- (a) any personal information;
- (b) Confidential Information relating to You; or
- (c) any content that the Licensor asserts ownership over, such as content You develop or create using the Licensed Services including but not limited to user maps, memes involving the Licensed Services,

screenshots of any aspect of the Licensed Services, or video of Your use of the Licensed Services.

Your Data means all electronic data or information submitted by You making use of the Licensed Services, whether that data or information is submitted by You or data that is intended by You to be syndicated using the Licensed Services. This includes Your Content.

Your Network means the network of websites, web services or content delivery platforms accessed by You with the intention of either:

- (a) enhancing them using the Licensed Services; or
- (b) enhancing the Licensed Services by accessing various facets and functions of that network.

2 INTERPRETATION

2.1 References – People and Parties

In this document a reference to:

- (a) one gender includes the others;
- (b) the singular includes the plural and the plural includes the singular;
- (c) a person includes a body corporate;
- (d) a party includes the party's executors, administrators, successors and permitted assigns.

2.2 References – Statutes and currency

In this document a reference to a Law includes:

- (a) that Law as amended or re-enacted from time to time;
- (b) a statute, regulation or provision enacted in replacement of that Law;
- (c) another regulation or other statutory instrument made or issued under that Law; and
- (d) money is to the lawful currency of the Commonwealth of Australia, unless otherwise stated.

2.3 Interpretation – General

In this document:

- (a) "including" and similar expressions are not words of limitation;
- (b) a reference to a clause or schedule is a reference to a clause or a schedule to this EULA;
- (c) a reference to an agreement or document (including, without limitation, a reference to this EULA) is to the agreement or document as amended, novated or replaced;

- (d) where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;
- (e) headings are for convenience only and do not form part of this document or affect its interpretation;
- (f) a provision of this EULA must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this EULA; and
- (g) all references to time are to the Australian Eastern Standard Time.

2.4 Interpretation – Priority

If there is any inconsistency between any provision in this EULA and any provision in the Terms of Service, the Terms of Service will prevail to the extent of that inconsistency.

3 SERVICES

3.1 Provision of the Licensed Services

The Licensor will make the Licensed Services available to You:

- (a) under this EULA; and
- (b) under any Terms of Service.

You acknowledge that the terms of this EULA do not constitute a sale of any aspect of the Licensed Services to You. You agree that Your use of the Licensed Services is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by the Licensor regarding future functionality or features. You may access the Licensed Services on any device that has the relevant capabilities. However, You acknowledge that the Licensor does not warrant that any of the Licensed Services will be available by way of access from any particular device.

3.2 Subscriptions

In some instances, the Licensed Services (or various components of the Licensed Services) must be purchased by You as a subscription or once-off fee.

3.3 License

The Licensor grants to You a personal, royalty free, non-assignable, and non-exclusive license to use the Licensed Services in accordance with this EULA and any Terms of Service for the duration of this EULA. This license is granted for the sole purpose of enabling You to enjoy the features of the Licensed Services in the manner contemplated by this EULA and any Terms of Service and is not capable of sublicense without the Licensor's prior written consent.

3.4 Term

The term of this EULA will continue until it is terminated in one of the ways provided for in **clause 9**.

4 USE OF THE SERVICES

4.1 Your Responsibilities

You are entirely responsible for:

- (a) Your access to the Licensed Services;
- (b) Your use of the Licensed Services;
- (c) the appropriateness and legal integrity of all Your Data,
- (d) Your compliance with this EULA;
- (e) the appropriateness, accuracy, quality, and legal integrity of Your Data;
- (f) the means by which You acquired Your Data;
- (g) ensuring that Your use conforms with any Terms of Service. You acknowledge that You may be required to have and maintain an internet or data connection in order to access the Licensed Services.

4.2 Prevention of Misuse

You must:

- (a) use commercially reasonable efforts to prevent unauthorized access to or use of the Licensed Services, and notify the Licensor promptly of any such unauthorized access or use;
- (b) not seek to circumvent the Licensor's methods intended to control access to the Licensed Services;
- (c) not operate or develop patches, software or applied programming interfaces that are intended to augment or alter the Licensed Services in a manner that is not intended or not authorized by the Licensor; and
- (d) use the Licensed Services only in accordance with applicable Laws.

4.3 Use of the Licensed Services

You must not:

- (a) make the Licensed Services available to anyone else;
- (b) sell, resell, rent or lease access to the Licensed Services;
- (c) use the Licensed Services to store or transmit infringing, defamatory, or otherwise unlawful or tortious material, or to store or transmit material in violation of third party privacy rights;
- (d) use the Licensed Services to store or transmit Harmful Code;
- (e) interfere with or disrupt the integrity or performance of the Licensed Services or any Third Party Applications; or

- (f) attempt to gain unauthorized access to the Licensed Services or the Licensor's related systems or networks. You may not access the Licensed Services to monitor their availability, performance or functionality unless the reason for Your doing so is to assess the Licensed Services for Your own reference in circumstances where the details of Your assessment are not to be published or provided to a third party.

4.4 Usage Limitations

The Licensed Services may be subject to usage limitations, such as, for example, limits:

- (a) on storage space;
- (b) on the number of calls You are permitted to make against the Licensor's application programming interfaces; and
- (c) for any Licensed Services that enable You to provide public websites, on the number of page views by visitors to those websites. You must comply with any usage limitations imposed by the Licensor.

4.5 Automated Access

All Automated Access is also subject to this EULA. No automated software or process may legally access the Licensed Services until the person who is responsible for the Automated Access has accepted this EULA. As such, any attempt to obtain Automated Access will be bound by this EULA. If You are responsible for any Automated Access, You must also comply with any directives the Licensor may make in respect of the Licensed Services using a Robots Exclusion Protocol, robots.txt file, Robots Exclusion Standard or any other directive concerning Automated Access prepared by the Licensor from time to time.

4.6 Access Information

You must keep Your passwords and any confidential user identification that You use to access the Licensed Services secure. You are solely responsible to the Licensor for all activities that occur in respect of Your user account for the Licensed Services, and if You become aware of unauthorized use of Your user account for the Licensed Services, You agree that You will notify the Licensor immediately.

4.7 Software Versions and Licensed Services

You acknowledge that:

- (a) there are multiple instances of software supporting and underpinning the Licensed Services;
- (b) the Licensor will make that software available to You from time to time to assist Your use of the Licensed Services;
- (c) that the Licensor will update the Licensed Services from time to time. As a condition of Your use of the Licensed Services, You must use the

latest versions of any of the Licensor's software made available to You for that use. You also consent to the Licensor updating the Licensed Services automatically without notifying You.

4.8 Offensive Behaviour

You must not use the Licensed Services for any purpose that is restricted by the Licensor in the Licensor's sole discretion. This includes but is not limited to purposes that:

- (a) promote discrimination, bigotry, racism, hatred, harassment or harm against any individual or group;
- (b) are violent or threatening or promoting self-harm;
- (c) promote harmful activities or substances in breach of any Law;
- (d) infringe a third party's Intellectual Property Rights, or violate a third party's rights of publicity or privacy;
- (e) breach any Law or would result in civil liability;
- (f) are fraudulent, false, misleading or deceptive;
- (g) are racist, defamatory, pornographic, offensive or vulgar; or
- (h) are intended in any way to cause harm or an unacceptable level of detriment to another user of the Licensed Services.

5 THIRD PARTY PROVIDERS

5.1 Acquisition of Third Party Products and Services

You acknowledge that:

- (a) if You, or if any part of Your Network utilizes any other products or services produced by other parties, including but not limited to Third Party Applications, including implementation, customization and other consulting services, and any exchange of data between You and any third party provider, is solely between You and the applicable third party provider; and
- (b) the Licensor does not warrant or support any Third Party Applications or any other product or service that are not a part of the Licensed Services, whether or not they are designated by You as "certified" or otherwise.

5.2 Third Party Applications and Your Data

If You install or enable Third Party Applications for use with the Licensed Services, You acknowledge that the Licensor may allow providers of those Third Party Applications to access Your Data as required for the interoperation of those Third Party Applications with the Licensed Services. The Licensor is not responsible for any disclosure, modification or deletion of Your Data resulting from this type of access by Third Party Application providers.

6 PROPRIETARY RIGHTS

6.1 Reservation of Rights

Subject to the rights granted to You in this EULA, the Licensor reserves all other rights, title and interest in the Licensor Material and to the Licensed Services, including all Intellectual Property Rights in the Licensor Material and the Licensed Services. You acknowledge no Intellectual Property Rights are granted to You in this EULA other than the usage rights for the Licensed Services that are expressly described in this EULA.

6.2 Restrictions

You must not:

- (a) permit any third party to access the Licensed Services, except as permitted in this EULA or as specified in any Terms of Service;
- (b) copy, modify, create derivative works of, reverse engineer, decompile or otherwise attempt to extract the source code of the software in respect of the Licensed Services;
- (c) copy, frame or mirror any part or content of the Licensed Services,
- (d) reverse engineer any aspect of the Licensed Services;
- (e) access the Licensed Services in order to build a competitive product or service; or
- (f) copy any features, functions or graphics of the Licensed Services; or
- (g) act in a manner that is otherwise inconsistent with the Intellectual Property Rights of the Licensor.

6.3 Ownership of Your Data

Subject to the licenses You have granted to the Licensor in this EULA in respect of Your Data in this EULA and under any Terms of Service, the Licensor acknowledges that You own all rights, title, and interest in and to all of Your Data.

6.4 Other Intellectual Property Rights

During Your use of the Licensed Services, You must not utilize content in a way that infringes the Intellectual Property Rights of third parties. You must obtain the consent of the owner of the relevant Intellectual Property Rights in respect of the content You intend to use. You acknowledge that the Licensor is not liable to You or to any third party for Your use of content in breach of this **clause 6**.

6.5 Information Rights and Publicity

Subject to the terms of its privacy policy (www.coventured.com), or any other reference point that the Licensor may provide to You from time to time), the Licensor and its related parties may retain and use, information collected about You during the course of Your use of the Licensed Services.

The Licensor will not share information in respect of Your activities with any third parties, unless the Licensor:

- (a) has Your consent;
- (b) is permitted to do so under relevant Laws relating to privacy; or
- (c) provides such information in certain limited circumstances to third parties to carry out tasks on the Licensor's behalf (eg, billing or data storage) with strict restrictions that prevent the data from being used or shared except as directed by the Licensor.

When this is done, the Licensor must ensure it is subject to agreements that oblige those parties to process such information only on the Licensor's instructions and in compliance with this EULA and appropriate confidentiality and security measures. By registering as a user of the Licensed Services, You also consent to the transfer of Your personal information to a country outside of the country in which You reside.

6.6 Trade marks

You acknowledge that You may not use the Licensor's trade marks, logos, domain names or brands to promote You, Your Network or services (or in juxtaposition to them), except:

- (a) in accordance with any license granted under the Terms of Service;
- (b) in any instance where the Licensor has otherwise authorized You to do so; or
- (c) any instance where the Licensor's trade marks, logos, domain names or brands are to be used in association with functions that permit the Licensed Services to interoperate with other services.

6.7 Suggestions

You grant to the Licensor a royalty-free, worldwide, transferable, sub-licensable, irrevocable and perpetual license to use or incorporate into the Licensed Services any suggestions, enhancement requests, recommendations or other feedback provided by You relating to the operation of the Licensed Services.

7 CONFIDENTIALITY

7.1 Definition of Confidential Information

In this EULA, Confidential Information means all information disclosed by a party (**Disclosing Party**) to the other party (**Receiving Party**), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information includes Your personal information. The Licensor's Confidential Information includes the Licensed Services. Confidential Information also includes the terms and conditions of this EULA and the Terms of Service, as well as business and

marketing plans, technology and technical information, product plans and designs, and business processes disclosed by any party. However, Confidential Information does not include any information that:

- (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party;
- (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party;
- (c) is received from a third party without breach of any obligation owed to the Disclosing Party; or
- (d) was independently developed by the Receiving Party.

7.2 Protection of Confidential Information

Unless authorized by the Disclosing Party in writing:

- (a) the Receiving Party must use a reasonable degree of care not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this EULA; and
- (b) the Receiving Party must limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need the access for purposes that are consistent with this EULA and who have signed confidentiality agreements satisfactory to both parties.

7.3 Protection of Your personal information

The Licensor will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Your personal information in accordance with the Licensor's privacy policies as modified by the Licensor from time to time. The Licensor will not:

- (a) modify Your personal information;
- (b) disclose Your personal information, except where this EULA or any Terms of Service permit or require that disclosure; or
- (c) access Your personal information except to provide the Licensed Services or prevent or address service or technical problems, or at Your request in connection with customer support matters.

7.4 Compelled Disclosure

The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by Law to make the disclosure, provided the Receiving Party gives the Disclosing Party prior notice of the scope of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by Law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to

which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

8 WARRANTIES AND DISCLAIMERS

8.1 Mutual Warranties

Each party represents and warrants that:

- (a) it has the legal power and capacity to enter into this EULA; and
- (b) it will not transmit to the other party any Harmful Code.

8.2 Disclaimer

Except as required by any Law or as set out in this EULA or Terms of Service, neither party makes any other warranties of any kind, and each party specifically disclaims all implied warranties.

9 TERMINATION

9.1 Termination by the Licensor

The Licensor may terminate this EULA at any time in writing if:

- (a) You have breached any provision of this EULA;
- (b) You have acted in a way that indicates You do not intend to comply with a provision of this EULA;
- (c) the Licensor is required to terminate this EULA by Law or the operation of the Licensed Services becomes unlawful; or
- (d) the Licensor determines that the provision of the Licensed Services is no longer profitable or viable.

9.2 Termination by You

You may terminate this EULA without notice to the Licensor simply by:

- (a) deregistering as a user of the Licensed Services; and
- (b) ceasing to use all aspects of the Licensed Services (including those that interoperate with Third Party Applications).

If You resume use of the Licensed Services in any way, this EULA will apply to that resumed use, whether You are Registered or not.

9.3 Survival of Terms

Any termination by either party will not affect any rights, obligations liabilities or licenses that are either expressed in this EULA or the Terms of Service to be continuous or are intended to continue indefinitely by implication.

9.4 Indemnity

You indemnify the Licensor against any and all Losses suffered or incurred by the Licensor whether directly or indirectly arising from or in connection with, any Circumstance brought about by Your breach of this EULA or any applicable Terms of Service.

10 GENERAL PROVISIONS

10.1 Export Compliance

You must comply with the export Laws and regulations of any relevant jurisdictions in using the Licensed Services. In particular:

- (a) You warrant that You are not named on any government list of persons or entities prohibited from receiving exports; and
- (b) You must not access or use the Licensed Services in violation of any export embargo, prohibition or restriction.

10.2 Relationship of the Parties

You and the Licensor are independent contractors. This EULA does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

10.3 No Third Party Beneficiaries

If applicable, You acknowledge that:

- (a) the Licensor has entered into licensing arrangements to enable the provision of the Licensed Services; and
- (b) the licensors of the enabling technologies could be third party beneficiaries to your obligations under the EULA.

10.4 Waiver and Cumulative Remedies

No failure or delay by either party in exercising any right under this EULA constitutes a waiver of that right. Other than as expressly stated in this EULA, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party under any Law.

10.5 Severability

If any provision of this EULA is held by a court of competent jurisdiction to be contrary to any Law, the provision must be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by Law, and the remaining provisions of this EULA will remain in effect.

10.6 Conflict

If any provision of this EULA and any explicit term of the Terms of Service are in conflict, the explicit term of the Terms of Service will prevail in respect of the conflict.

10.7 Assignment

You cannot assign Your rights or obligations under this EULA without the Licensor's prior written consent. The Licensor can novate or assign its rights or obligations under this EULA without restriction.

10.8 Liability

Subject to any Law applying to this EULA that expressly prevents this provision, the Licensor's aggregate liability from any one claim by You (whether the claim arises under this EULA, the Terms of Service or pursuant to any action in tort, negligence or otherwise) will not exceed the annual subscription fee amount You have paid to the Licensor for the Licensed Services.

10.9 Amendments

The Licensor may amend this EULA from time to time by either notifying You when You use the Licensed Services or providing details of the amendments on its website. The Licensor will act reasonably in making any amendments. If You do not agree with the amended EULA (whether in whole or part) as notified to You, You must immediately discontinue Your use of the Licensed Services.

10.10 Governing Law and Disputes

Any dispute, controversy or claim arising out of, relating to or in connection with this EULA, including any question regarding its existence, validity or termination, shall be resolved by arbitration in accordance with the *Commercial Arbitration Act 2010* (NSW). The seat of arbitration shall be Sydney, Australia. The language of the arbitration shall be English. The number of arbitrators shall be one.

10.11 Entire Agreement

This EULA, together with the Terms of Service, constitutes the entire agreement between the parties and supersedes all prior understandings and agreements concerning its subject matter.