

End User Licence Agreement

IMPORTANT: You must read the following carefully and agree to it before you may proceed with the App installation.

This End User License Agreement (**EULA**) is a legal agreement between you (a single individual or entity) (**You**) and The Information Management Group Pty Ltd (ACN 079 782 666) (**TIMG**) for the use of the Verification of Identity App that accompanies this EULA, which includes the App, and may include online or electronic documentation, and Internet-based services and any Updates provided by TIMG (**App**).

BY CLICKING ACCEPT OR BY INSTALLING, COPYING, OR OTHERWISE USING THE APP, YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA. IF YOU DO NOT AGREE, DO NOT INSTALL, COPY OR USE THE APP.

1 Definitions and interpretation

1.1 Definitions

In this Agreement, unless the contrary intention appears:

- (1) **Agreement** means this End User Licence Agreement;
- (2) **Business Day** means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in Melbourne, Victoria;
- (3) **Data** means the verification of identity data of Your client which is captured and stored by the App;
- (4) **Fees** means the fees and charges payable by You for each use of the App, as amended from time to time by TIMG and notified by TIMG in writing;
- (5) **GST** means GST as defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- (6) **Intellectual Property Rights** means copyright, trade mark, moral rights, confidential information, design, patent, trade, business or company names, or other proprietary rights, or any rights to the registration of those rights and any applications to register those rights (anywhere in the world);
- (7) **Licence Restriction** means the licence restrictions set out in clause 2.3;
- (8) **Update** means the updates to the App which are made generally available from time to time by TIMG to its licensees of the App produced primarily to overcome defects or issues in the App or to provide minor improvements to the performance or functionality of the App; and
- (9) **Usage** means to use the App to store the Data. For the avoidance of doubt, future reviews of Data are not considered a Usage.

2 Licence

2.1 Grant of licence

Provided that You comply with the terms and conditions set out in this Agreement, and pay the Fees invoiced by TIMG, TIMG grants to You a perpetual, non-exclusive, non-transferable and limited licence to install and use the App on the terms set out in this Agreement, subject to and to the extent of the Licence Restrictions.

2.2 Fees

You agree that each Usage will incur a fee as is notified to You by TIMG in writing.

2.3 Restrictions on licence

Except as expressly permitted under this Agreement, You must not, and must not allow any other person to:

- (1) modify, vary, improve, translate or adapt the App;
- (2) sub-license, disclose, sell, distribute, publish, transmit or otherwise make available to any third party the App or any part of the App;
- (3) permit or allow any other person, apart from Your employees or agents, access (directly or indirectly) to the App;
- (4) reverse engineer, disassemble, decompile or otherwise reduce the App into any human-readable form; or
- (5) use the App for hire or rental, timesharing, service bureau or in any other way where a third party may derive benefit from the use of the App.

2.4 Authorised under law

Nothing in clause 2.3 prevents You from doing anything that is expressly authorised by law where that authorisation cannot be excluded. Any other of Your rights in relation to the App are excluded or limited to the fullest extent permitted by law.

2.5 Provision of Updates

TIMG may, from time to time, provide You with Updates to the App. You acknowledge that the Updates may be provide on an ad-hoc basis as needed. You may choose, at your own risk, not to install an Update, but You acknowledge that future Updates of the App may not be compatible with the App unless the Update is applied.

3 Delivery of App

3.1 TIMG will deliver the App to You by making the App available to download from the relevant store.

4 Intellectual Property

4.1 Reservation of rights

The App is protected by intellectual property laws. TIMG reserves all rights (including Intellectual Property Rights) in relation to the App that are not expressly granted to You in this Agreement. You have no proprietary or other interest in the App and nothing in this Agreement transfers any right, title or interest in the App to You.

4.2 Ownership of adaptations, modifications and improvements

TIMG owns all improvements, adaptations and modifications made to the App made by You or on Your behalf (whether authorised or not) and all related Intellectual Property Rights. You assign any and all the rights that You may have in those improvements, adaptations and modifications to TIMG, and agree to execute all additional documents requested by TIMG to give effect to such assignment.

4.3 Third Party Software

You agree and acknowledge that

- (1) third party software and/or open source software may be incorporated, embedded or otherwise included in, or provided in connection with the App;
- (2) additional or different terms and conditions may apply with respect to such third party and/or open source App; and
- (3) use of such third party and/or open source App may be subject to such additional or different terms and conditions which You hereby agree.

5 Liability

5.1 EXCLUSION OF IMPLIED WARRANTIES

ALL STATUTORY OR IMPLIED CONDITIONS, GUARANTEES AND WARRANTIES ARE EXCLUDED BY TIMG TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. TO THE EXTENT PERMITTED BY LAW, WHERE LIABILITY UNDER ANY CONDITION, GUARANTEE OR WARRANTY WHICH CANNOT LEGALLY BE EXCLUDED BUT CAN BE VALIDLY LIMITED, SUCH LIABILITY IS LIMITED TO IN THE CASE OF GOODS (INCLUDING THE APP), THE REPLACEMENT OF THE GOODS OR THE SUPPLY OF EQUIVALENT GOODS; THE REPAIR OF THE GOODS; THE PAYMENT OF THE COST OF REPLACING THE GOODS OR OF ACQUIRING EQUIVALENT GOODS; OR THE PAYMENT OF THE COST OF HAVING THE GOODS REPAIRED, AND IN THE CASE OF SERVICES, THE RESUPPLY OF THE SERVICES; OR THE COST OF HAVING THE SERVICES RESUPPLIED.

5.2 NO OTHER WARRANTIES

- (1) TO THE MAXIMUM EXTENT PERMITTED BY LAW AND SUBJECT TO CLAUSE 5.1, TIMG DISCLAIMS AND EXCLUDES ANY WARRANTY, REPRESENTATION OR UNDERTAKING AS TO THE PURPOSE FOR WHICH THE APP MAY BE SUITABLE, INCLUDING ANY PURPOSE FOR WHICH YOU INTEND TO USE THE APP, THAT THE APP IS ERROR-FREE OR HAS NO DEFECTS, THAT THE APP IS FREE FROM VIRUSES, WORMS OR TROJANS.
- (2) YOU WARRANT TO TIMG THAT YOU HAVE NOT RELIED ON ANY REPRESENTATION MADE BY TIMG WHICH HAS NOT BEEN STATED EXPRESSLY IN THIS AGREEMENT, OR UPON ANY DESCRIPTIONS OR SPECIFICATIONS CONTAINED IN ANY DOCUMENT INCLUDING BROCHURES, MARKETING AND PROMOTIONAL MATERIALS PRODUCED BY TIMG.

5.3 LIMITATION AND EXCLUSION OF LIABILITY

- (1) DESPITE ANY OTHER PROVISION OF THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TIMG IS NOT LIABLE TO YOU UNDER CONTRACT, TORT OR OTHERWISE IN ANY CIRCUMSTANCES FOR ANY INDIRECT, ECONOMIC, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE, OR IN ANY EVENT FOR ANY LOSS OF REVENUE, LOSS OF PRODUCTION, LOSS OF USE, LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR LOSS OF DATA.
- (2) NEITHER TIMG, NOR ANY OF TIMG'S EMPLOYEES AND AGENTS, IS LIABLE FOR ANY LOSS OR DAMAGE SUFFERED BY ANY PERSON, INCLUDING YOU AND YOUR EMPLOYEES AND AGENTS, IN RELIANCE UPON THE OUTPUTS OF THE APP, INCLUDING ANY FORECASTS.
- (3) SUBJECT TO CLAUSES 5.1 AND 5.2, AND ANY LAWS THE APPLICATION OF WHICH MAY NOT BE LAWFULLY EXCLUDED, TIMG'S AGGREGATE LIABILITY TO YOU ON ANY BASIS AND IN ANY CIRCUMSTANCES (INCLUDING LIABILITY FOR NEGLIGENCE) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE APP OR ITS USE, IN RESPECT OF ALL EVENTS THAT GIVE RISE TO LIABILITY, WILL NOT EXCEED, AND IS EXPRESSLY LIMITED TO, THE TOTAL AMOUNT PAID BY YOU TO TIMG IN RESPECT OF THE APP.

6 IP Indemnity

6.1 Indemnity for third party claims

Subject to clauses 6.2 and 6.3, TIMG indemnifies You from and against any and all losses suffered or incurred by You arising out of or in connection with any claim, action or proceedings against You by any third person other than a related body corporate of, or a person associated commercially with, You in connection with the Your use of the App, alleging an infringement by the App itself of the Intellectual Property Rights of any third party (**Third Party Claim**), but only to the extent:

- (1) that the losses are awarded by the final judgment of a court of competent jurisdiction; or
- (2) of any settlement pursuant to this clause 6.

6.2 Procedures

If a Third Party Claim is made then:

- (1) You must notify TIMG as soon as practicable;
- (2) TIMG may at its own cost conduct the defence of the Third Party Claim in Your name or negotiate any settlement of the Third Party Claim; and
- (3) TIMG may elect at its sole discretion to do one or more of the following:
 - (a) modify, or arrange for the modification of, the App (but without adversely affecting its functionality) to render its use non-infringing;
 - (b) at no cost to You, render the relevant activity non-infringing by procuring the right to exercise the relevant Intellectual Property Rights of the relevant person; or
 - (c) if TIMG is reasonably unable to render the App non-infringing, terminate this Agreement, and clause 8.2 will apply.

6.3 Limitations

TIMG has no obligation for any claim of infringement arising from:

- (1) Your non-compliance with any instruction, directions or specifications issued by TIMG in relation to the App;
- (2) modification of the App by You or a third party on Your behalf;
- (3) Your failure to apply or install an Update; or
- (4) the use of the App in a way contrary to this Agreement or the intended use of the App.

6.4 Entire liability

Despite any other provision in this Agreement, this clause 6 states Your sole remedy and the entire liability of TIMG in relation to any allegations or claims of infringement of Intellectual Property Rights by any person in relation to the App or its use.

7 Confidentiality

7.1 App is confidential

You acknowledge and agree that the App is confidential to TIMG, and You must not, without the prior written approval of TIMG, disclose the App (or any copy or part of it) or use it for any purpose other than the purposes of this Agreement or the purposes for which the App was made available to You.

7.2 Exceptions

You are not in breach of clause 7.1 to the extent that:

- (1) the App is or becomes publicly available without breach of this Agreement; or
- (2) You are required by law or any court or tribunal to disclose the App. Before disclosing the App under this clause 7.2(2), You must give TIMG sufficient prior written notice, to the extent You lawfully can, to enable TIMG to seek a protective order or other relief from disclosure.

7.3 Steps to avoid disclosure

You must take all reasonable steps to ensure that your officers, employees, agents and contractors do not make public or disclose the App in breach of this clause 7.

8 Termination and Expiry

8.1 Termination for breach

TIMG may terminate this Agreement immediately if:

- (1) any Fees payable by You under this Agreement are outstanding for more than 10 business days past their due date for payment;
- (2) You fail to comply with any other material provision of this Agreement and fail to remedy that failure to the reasonable satisfaction of TIMG within 10 business days after notice requiring it to be remedied; or
- (3) You assign or otherwise dispose of any interest or right You have under this Agreement without the prior written consent of TIMG.

8.2 Effect of termination

- (1) Upon termination of this Agreement for any reason:
 - (a) unless expressly set out otherwise, TIMG is not required to provide You any refund of any paid Fees; and
 - (b) all rights and licences granted under this Agreement terminate immediately, and You must immediately cease to use, and permanently destroy all copies of, the App.
- (2) Clauses 4, 5, 7, 8.2 and 9 survive termination of this Agreement.

9 General

9.1 No assignment

You must not transfer, sub-license or assign any benefit or obligation under this Agreement to any third party without the prior written consent of TIMG.

9.2 Subcontract

TIMG may subcontract the performance of any part of its obligations to any person. TIMG will remain responsible for the performance of any subcontracted obligations.

9.3 Force majeure

TIMG will not be liable for any or failure to perform or delay in performing any obligations under this Agreement to the extent caused by any cause or condition beyond its reasonable control, including fire, flood, act of God, war, insurrection, sabotage, acts of terrorism, industrial disturbance, failure of electrical or telecommunications networks, acts of vandalism and changes in legislation or regulations of any government (**Force Majeure Event**). The obligations of TIMG are suspended to the extent to which they are affected by the relevant Force Majeure Event as long as the Force Majeure Event continues.

9.4 Severability

If any provision in this Agreement is unenforceable, illegal or void or makes this Agreement or any part of it unenforceable, illegal or void, then that provision is severed and the rest of this Agreement remains in force.

9.5 Variation

TIMG may amend this Agreement by notice in writing. If you do not agree to the amendments, you may terminate this Agreement by ceasing to use the App.

9.6 Further assurance

Each party must promptly at its own cost do all things (including executing and if necessary delivering all documents) necessary or desirable to give full effect to this Agreement.

9.7 Entire understanding

This Agreement is the entire agreement and understanding between You and TIMG on everything connected with the subject matter of this Agreement and supersedes any prior agreement or understanding on anything connected with that subject matter.

9.8 Waiver

A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right. The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right. A waiver is not effective unless it is in writing. Waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

9.9 GST

The consideration to be paid or provided under this Agreement for any supply made under or in connection with this Agreement does not include GST. To the extent that any supply made under or in connection with this Agreement is a taxable supply, the GST-exclusive consideration to be paid or invoiced for that taxable supply will be increased by the amount of any GST payable in respect of that taxable supply and that amount must be paid at the same time as the GST-exclusive consideration is to be paid or provided, subject to the receipt of a valid tax invoice.

9.10 Governing law and jurisdiction

The law of the State of Victoria governs this Agreement. The parties submit to the non-exclusive jurisdiction of the courts of the State of Victoria and of the Commonwealth of Australia.