



# End User Licence Agreement

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The Software is owned and operated by DevFU Pty Ltd ACN 137 933 825 ("Provider").

This End User Licence Agreement ("EULA") governs access to and use of the Services by you, the individual using the Services, and any legal entity on whose behalf you are acting. By clicking "I agree" (or a similar button) that is presented to you in relation to this EULA, or by using or accessing the Software, you indicate your assent to be bound by this EULA.

We may update this EULA from time to time, and your continued use of the Services constitutes acceptance by you of any updates.

This document was last updated on Tuesday, 20th April 2021.

## 1. Definitions

In this EULA the following words and phrases shall have the following meanings, unless the context otherwise requires:

- (a) "Account" means an account to access and use the Software;
- (b) "Software" means the proprietary software made available by the Provider to you;
- (c) "Service" means the provision of the Software and any services described therein or any other services that we may provide to you from time to time;
- (d) "us" means the Provider and 'we' or 'our' shall be interpreted accordingly;
- (e) "you" means the person or entity that accesses the Software and 'your' shall be interpreted accordingly.

## 2. Licence

- (a) Your use of the Software is by non-exclusive, revocable, non-transferable or sublicensable licence granted by the Provider strictly in accordance with this EULA.
- (b) You acknowledge and agree with the Provider that you will not, as a result of being granted a non-exclusive licence, acquire any rights (including without limitation intellectual property rights) in the Software other than the non-exclusive rights granted in accordance with this EULA.

### 3. Account

- (a) In order to use the Software, you will need to create an Account (either by creating on the Software or using the Single Sign-On feature (or similar feature) to link your credentials to an Account which will be assigned permissions).
- (b) You must not permit any third party to access your Account.
- (c) You are responsible for the security of your username and password and we will assume that anyone using your Account is authorised to do so by you and you are responsible for their actions.

### 4. System Integrity & User Conduct

You acknowledge and agree that you must not use the Software to:

- (a) impersonate or otherwise misrepresent your identity or affiliation with any other person or entity;
- (b) input, upload, post, disclose or transmit any material that is defamatory, obscene, indecent, lewd, violent, abusive, insulting, threatening, harassing or misleading or deceptive;
- (c) input, upload, post, disclose or transmit any material which is subject to Intellectual Property Rights of the Provider or any third party or breaches any duty of confidence or contractual obligation owed to the Provider or any third party;
- (d) input, upload, post, disclose or transmit any material that is unlawful or violates any law;
- (e) send junk, obscene, indecent, offensive or threatening electronic mail or electronic mail in contravention of the Spam Act 2003 (Cth) to any person or company;
- (f) download and store electronically, reproduce, transmit, display, copy, distribute or use the Software or any materials contained in the Software;
- (g) upload any files that contain viruses, Trojan horses, worms, time bombs, corrupted files or any other similar software or programs that may damage the operation of the Software or another's computer or property of another;
- (h) sub-license, rent, lease, transfer or attempt to assign the rights in the Software or the Software to any other person and any dealing in contravention of this sub-clause shall be ineffective;
- (i) falsify or delete any attributions, legends, or other proprietary designations of origin or source of any content of the Software;
- (j) conduct, display, or forward surveys, contests, pyramid schemes, or chain letters;



- (k) interfere with or disrupt the Software or servers or networks connected to the Software, or disobey any requirements, procedures, policies, or regulations of networks connected to the Software;
- (l) attempt to gain unauthorised access to the Software or computer systems or networks connected to the Software through any means;
- (m) commit forgery (or attempted forgery), harass any individual, or harm minors in any way;
- (n) collect, store, input, upload, post, disclose or transmit personal information or data about others, including, without limitation email addresses;
- (o) contravene or breach any applicable state, Commonwealth or international law, convention or regulation.

You acknowledge and agree that you must not:

- (p) use the Software for any purpose other than the purpose for which it was designed and intended;
- (q) use the Software to attempt to gain access to data that you do not have permission to access or otherwise circumvent the security and account management protocols (this includes URL fishing);
- (r) commit or permit any act which may interfere with the use of the Software by any other user;
- (s) tamper with, hinder the operation of or make unauthorised modifications to the Software or any part thereof;
- (t) damage or modify the Software or the Software or any part thereof;
- (u) directly or indirectly copy, reproduce, share, republish, frame, download, transmit, distribute, sell, reverse engineer, decompile, translate, alter, modify, disassemble or otherwise attempt to discover the source code, object code, underlying structure or database schema, ideas, know-how or algorithms relevant to the Software or any software, documentation or data related to the Services;
- (v) create derivative works based on the Software; and
- (w) make any alteration to the Software.



## 5. Intellectual Property Rights

- (a) The Software is protected by intellectual property rights. You acknowledge that the Provider is the owner of these rights.
- (b) You acknowledge and agree that no right, title or interest in any of the intellectual property rights in the Software is transferred or granted to you, other than the rights granted expressly by this EULA.
- (c) Any data inputted into the Software by you is deemed to be the property of our Client who pays fees to us in order for you to be permitted to access the Software.

## 6. Warranties

- (a) You warrant to us that at the time of entering the Software, you were not relying on any representation made by us in respect of the Software.
- (b) Except as expressly provided to the contrary, and to the extent permitted by law, we make no representations or warranties of any kind, express or implied as to the operation of your access to or the results of your access to the Software (including any related or linked websites) or the correctness, accuracy, timeliness, or completeness or reliability of the information, content, materials or Services included on the Software.

## 7. Disclaimer and Limitation of Liability

- (a) Unless you are our Client, we have no obligations to you, and you have no rights against us. This EULA imposes obligations on you which are enforceable by us, however, do not provide you with any rights or ability to claim against us.
- (b) To the extent permitted by law, the Provider provides the Services on an "as is" basis and without any warranties, representations, or conditions of any kind, whether express, implied or statutory, to the extent permitted by law. When using the Services you rely on the Services at your own risk and you are solely responsible and liable for how you use the Services.
- (c) Without limiting the above you acknowledge and agree that:
  - (i) the Provider does not guarantee continuous, uninterrupted or secure access to its Software or that any information provided by the Provider is up to date and accurate;
  - (ii) the Provider does not warrant that the use of the Software will result in you achieving any specific result;

- (iii) the Provider makes no representations about the suitability of the Software for any purpose;
- (iv) the Provider makes no guarantees that there will be no loss or corruption of your data at any time;
- (v) whilst best endeavours will be made to ensure the accuracy of the Software and any output provided by the Software, the Provider cannot guarantee the accuracy, currency, suitability, reliability and availability of the Software and any content gained within;
- (vi) the information provided on and in the Software is general information and is not in the nature of financial, legal or any form of advice. You should obtain advice before making any decision based on the Software;
- (vii) the Provider reserves the right to withdraw, or amend, update or change the functionality or content of the Software at any time, without notice;
- (viii) complex software is never wholly free from defects, errors and bugs, and the Provider gives no warranty or representation that the Software will be wholly free from defects, errors and bugs; and
- (ix) the Provider will maintain appropriate technical and organisational measures to protect the security of your data, however, the Provider does not guarantee that unauthorised third parties will never be able to defeat those measures to access your data for improper purposes.

- (d) The Provider is not responsible for providing any data backup services and the Provider makes no guarantees that there will be no loss or corruption of your data at any time. Unfortunately, data loss happens you agree to hold harmless and release the Provider for any Loss you suffer in the event that your data is lost.
- (e) The Provider will maintain appropriate technical and organisational measures to protect the security of your data. The Provider does not guarantee that unauthorised third parties will never be able to defeat those measures to access your data for improper purposes. You acknowledge that there are risks inherent in internet connectivity that could result in the loss of privacy, confidential information and your data. Accordingly, any data that is transmitted by you is transmitted solely at your own risk.
- (f) The World Wide Web exists across open public networks that are neither secure nor private. Accordingly, you acknowledge and accept the risk that any communication to or from the Software may be intercepted, used or modified by third parties.
- (g) We will use your data in accordance with our Privacy Policy in place from time to time and you acknowledge that we may be required under law to provide your data to government organisations.

- (h) Subject to the other terms of this clause, we exclude all rights, representations, guarantees, conditions, warranties, undertakings, remedies or other terms in relation to the Services that are not expressly set out in these terms to the maximum extent permitted by law.

## 8. Privacy

- (a) In respect of any Personal Information (as defined in the Privacy Legislation) that is provided to us in connection with the Software, you must comply with:
  - (i) the Privacy Legislation, and Personal Information including sensitive or health information must be dealt with in accordance with the Privacy Legislation (as it applies to that party); and
  - (ii) the applicable policies and guidelines of the Provider as made known from time to time.
- (b) You warrant and represent that all Personal Information that you provide to the Provider complies with this clause at all times.

## 9. Breach and Termination

- (a) The Provider reserves the right to deny you access to, or use of, all or part of the Software including your data, without prior notice, if you engage in any conduct that the Provider believes, in its sole discretion, is inconsistent with this EULA.

## 10. General

- (a) The law of New South Wales, Australia governs this EULA. You hereby consent and submit to the non-exclusive jurisdiction and venue of the Courts of the State of New South Wales, Australia and the Commonwealth of Australia for any cause of action relating to or arising under this EULA.
- (b) The Provider operates the Software in Australia. Information contained on the Software may not be appropriate or available for use in other locations. If you access the Software from other locations, you do so at your own initiative, and you are solely responsible for compliance with local laws.
- (c) Where possible, the obligations of the parties under this EULA will indefinitely survive the finalisation or discontinuance of this EULA.
- (d) The rights and remedies of a party to this EULA are in addition to the rights or remedies conferred on the party at law or in equity.