

Plattar

PLATTAR PTY LTD ABN 90 606 090 322

SAAS TERMS OF SERVICE

INTRODUCTION

The Company provides the Plattar digital platform for creating and managing augmented reality designs. Use of the Platform is subject to these SaaS Terms of Service.

DEFINITIONS

The following terms are used regularly throughout these SaaS Terms of Service and have a particular meaning:

- (a) **ABN** means Australian Business Number.
- (b) **ACN** means Australian Company Number.
- (c) **Agreement** means the agreement formed between the Users and the Company under, and on the terms of, the SaaS Terms of Service.
- (d) **API** means an application-programming interface.
- (e) **App** means an application capable of deploying an Asset, and includes the Plattar App or Customer App where implied by context.
- (f) **AR** means augmented reality.
- (g) **Asset** means any digital media element that is uploaded or created within the Platform for deployment via an App as an AR element, and includes without limitation:
 - i 2D or 3D images, whether animated, moving or static;
 - ii Computer games (or elements of games);
 - iii Video;
 - iv Audio;
 - v A hyperlink;
 - vi 2D or 3D text whether animated, moving or static;
 - vii A combination of the above; and
 - viii Any other form of audio-visual media capable of being deployed via an App.
- (h) **Business Day** means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Melbourne, Australia.
- (i) **Client** means a customer or client of the Customer that is a third-party to this Agreement.
- (j) **Company** means Plattar Pty Ltd ABN 90 606 090 322.
- (k) **Confidential Information** means any written or verbal information that:
 - i Is about each party's business or affairs;

- ii Is about the conduct of each party under this Agreement, during the term of this Agreement;
- iii A party informs the other party that it considers it confidential and/or proprietary;
- iv A party would reasonably consider to be confidential in the circumstances; and
- v Is personal information within the meaning of the Privacy Act.

but does not include information that a party can establish:

- vi Was in the public domain at the time it was given to that party;
- vii Became part of the public domain, without that party's involvement in any way, after being given to the party;
- viii Was in party's possession when it was given to the party, without having been acquired (directly or indirectly) from the disclosing party; or
- ix Was received from another person who had the unrestricted legal right to disclose that information free from any confidentiality obligation.

- (l) **Corporations Act** means the *Corporations Act 2001* (Cth).
- (m) **Customer** means a registered user of the Platform responsible for paying Fees.
- (n) **Customer App** means a mobile AR application for deploying the Customer's Assets developed for the Customer:
 - i Whether wholly or in-part using the Company's Development Services; or
 - ii By a third-party developer using an SDK without obtaining Development Services.
- (o) **Customer App Terms** means the terms of service that apply to the use of the Customer App as may be updated from time-to-time.
- (p) **Development Services** means any consulting, content creation or development services provided by the Company to the Customer, and includes (without limitation) development of a Customer App.
- (q) **Fee** means any Fee charged by the Company for using the Platform.
- (r) **GST** has the meaning given by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- (s) **Intellectual Property** means all copyright, patents, inventions, trade secrets, know-how, product formulations, designs, circuit layouts, databases, registered or unregistered trademarks, brand names, business names, domain names and other forms of intellectual property;
- (t) **Marker** means a two dimensional image used to project an Asset onto via an App.

- (u) **Master Services Agreement** means a separate agreement between the Customer and the Company that governs the Development Services, which in default shall be the Company's Master Services Agreement accessible at <http://plattar.com>.
- (v) **Partner** means a third-party authorised by the Company by separate agreement between the Company and the Partner, to resell the Company's services, including (without limitation) Development Services and access to the Platform.
- (w) **Partner Customer** means a Customer that has entered a Partner Customer Agreement with a Partner.
- (x) **Partner Customer Agreement** means an agreement between a Customer and a Partner which may include services to be provided by the Company on behalf of the Partner, including (without limitation) Development Services and access to the Platform.
- (y) **Platform** means the Plattar digital platform including:
 - i The web-portal accessible from <http://plattar.com>. or any other URL operated by the company from time-to-time; and
 - ii Any desktop application for developing content for Apps.
- (z) **Plattar App** means the Plattar AR mobile application, owned and operated by the Company.
- (aa) **Plattar App Terms** means the terms of service that apply to the use of the Plattar App accessible at <http://plattar.com> as updated from time-to-time.
- (bb) **Privacy Act** means the *Privacy Act* 1989 (Cth).
- (cc) **Privacy Policy** means the Company's privacy policy as updated from time-to-time, which can be found at <http://plattar.com>.
- (dd) **Scene** means an AR scene consisting of one Trigger and such other Assets and features subscribed for by the Customer.
- (ee) **SDK** means any code and/or supporting documentation constituting a software development kit, provided by the Company to integrate a Customer App not primarily developed using Development Services, with the Platform in order to enable the Customer App to deploy Assets or Scenes.
- (ff) **SDK Terms** means any terms and conditions that apply to the use of an SDK.
- (gg) **Set-up Fee** means the Fee payable for the Company's services to make the Customer's Scenes and Assets available via an App.
- (hh) **Site** means the Company's website accessible at <http://plattar.com>.
- (ii) **Subscription Fee** means a Fee charged by the Company for use of the Platform in accordance with such features and pricing described on the Site, or as otherwise agreed between the Customer and the Company..
- (jj) **Tax Invoice** has the meaning given by the *A New Tax System (Goods and Services Tax) Act* 1999 (Cth).

- (kk) **Trigger** means any contextual data that will trigger the deployment of an Asset when entered into an App, and includes without limitation a Marker and other tracking such as spatial-tracking, object-tracking, facial-tracking, and geo-located data.
- (ll) **User** means any Customer or authorised user that uses the Platform.
- (mm) **User Content** means any designs, graphics, wireframes, images, videos, audio, information, documents or other data that is uploaded into, or created using the Platform by the User, or that otherwise forms part of the User's Intellectual Property, but excludes any background Intellectual Property that is owned by, or licensed to the Company, including without limitation in:
- i The Platform;
 - ii An App;
 - iii Content as described in clause 7.8(d); or
 - iv As may be used in Development Services.
- (nn) **Viewer** means a third-party end user or other intended audience of a Scene, and includes each user of an App.

1 USING THE PLATFORM

1.1 General

- (a) To use the Platform, the User must login to the Platform and have set up their account.
- (b) The User agrees that all use of the Platform is subject to these SaaS Terms of Service.
- (c) Anyone over the age of 18 may use Plattar. People under 18 years of age must not use Plattar without their parent or guardian's consent.
- (d) The Customer shall be responsible to pay the Fees for using the Platform, and for each User that it authorises to access or use the Customer's account.

1.2 Features

- (a) Depending on the services subscribed for by the Customer, the Platform may enable a User to:
 - i Create and manage their Platform account;
 - ii Create or upload Assets;
 - iii Create or upload Triggers;
 - iv Configure Triggers;
 - v Configure how Assets interact with Triggers;
 - vi Place hyperlinks to external URLs within the Scene;

- vii Design or edit other aspects of a Scene using such tools and features at the Company may make available via the Platform;
 - viii Download Markers for distribution, and use with an App;
 - ix Export Scenes to an App; and
 - x Such other features as the Company may make available from time-to-time.
- (b) Each Scene must be deployed via an App, and cannot be deployed via the Platform for use by Viewers.

2 APPS

2.1 In order to make a Scene available to Viewers, each Customer must deploy the Scene via an App.

2.2 The Customer must elect to either:

- (a) Deploy the Scene via the Plattar App; or
- (b) Deploy the Scene via a Customer App, which will be a custom-built mobile application designed and developed for the Customer in order to deploy the Customer's Scene(s).

2.3 The Company does not offer support for deployment of Scenes via:

- (a) Customer Apps developed exclusive of any Development Services; or
- (b) Any other third-party apps or services.

2.4 Configuration of Scenes for deployment via an App may be managed via the Platform subject to payment of the relevant Set-up Fee.

2.5 The Set-up Fee may include some Development Services provided by the Company in order to enable the configuration of Scenes and deployment of Assets via an App, in accordance with the description of included services on the Site.

2.6 In addition to this Agreement, and depending of which type of App the Customer elects to use, each use of an App shall be subject to:

- (a) Plattar App Terms;
- (b) Master Services Agreement;
- (c) Customer App Terms; and/or
- (d) SDK Terms.

2.7 Where the Customer deploys a Scene via an App, the Company shall provide the Customer with a licence to do so, subject to the Plattar App Terms or Customer App Terms which shall be supplemented with the following Conditions:

- (a) The Customer acknowledges and agrees that:

- i The Customer is responsible for all User Content that it makes available via the App;
 - ii The Customer indemnifies the Company, and will hold the Company harmless against any claim by an end user in relation to User Content deployed via the App, made available by the Customer;
 - iii The correct functioning of the App depends on the end user's access to the internet, the hardware used by the end-user and the environment conditions at the time of operation.
 - iv The Company may remove access to any User Content via the App that the Company believes breaches copyright, is illegal, offensive, indecent or objectionable that the User makes available via the App.
- (b) The User agrees that the User will not make any User Content available via an App that:
- i Is defamatory, fraudulent, unlawful, threatening, intimidating, harassing, harmful, hateful, abusive, tortious, vulgar, obscene, invasive of another's privacy, sexist, racist, homophobic, violent, degrading;
 - ii Infringes the intellectual or other proprietary interests of third parties;
 - iii Impersonates another person or entity, attempts to solicit personal information from another user (except in accordance with the Privacy Act), contains sexually explicit language or images, advertises or promotes the sale of products or services such as firearms, tobacco or alcohol, adult products and services and any other products or services the Company considers to be inappropriate;
 - iv Contains spam, chain letters, pyramid and other such selling and marketing schemes, computer viruses, computer code, files or programs or other harmful components that are designed to interrupt, destroy, change or limit the functionality of the App or any other computer software, hardware or other electronic equipment, information which in any way impinges on another user's use or enjoyment of the App or otherwise breaches or encourages other users to breach this Agreement;
 - v Violates any law, statute or regulation;
 - vi Forges information to disguise the origin of any User Content; or
 - vii Encourages or incites any other person to engage in any of the above behaviour.

3 DEVELOPMENT SERVICES

- 3.1** In addition to using the Platform, the Customer may engage the Company's Development Services.
- 3.2** Notwithstanding any Partner Customer Agreement, the Company shall require the Customer to enter into a separate Master Services Agreement that shall apply to the Development Services.

- 3.3** Fees for Development Services shall be additional to any Subscription Fee or Set-up Fee payable by the Customer under this Agreement, unless agreed otherwise with the Company.
- 3.4** Unless specifically agreed otherwise, in relation to each Customer App developed by the Company, the Company shall:
- (a) Be recognised as the registered developer of the Customer App on any mobile application marketplace, such as App Store or Google Play etc.; and
 - (b) Approve any terms of service that shall apply to the use of the Customer App.
- 3.5** In the event that Development Services involve deploying User Content via a Customer App by sourcing the User Content from the Customer's servers (e.g. via an API), and that User Content is not hosted or mirrored on the Company's servers for the Platform, the Customer agrees that:
- (a) The Company shall have no liability for that User Content in any way; and
 - (b) The Customer indemnifies the Company in relation to that User Content.
- 3.6** The Company cannot guarantee the functionality of a Customer App that the Company did not solely develop as part of any Development Services.
- 3.7** The Company shall not be liable for any Customer App developed by the Customer or a third party, whether that Customer App is developed using an SDK or not.
- 3.8** Any Customer App developed by the Customer or a third-party using an SDK, may be subject to separate SDK Terms governing the use of the SDK.

4 USER CONTENT

- 4.1** The User acknowledges and agrees that:
- (a) The Platform may enable the User to create User Content, but that by doing so the User shall not acquire an interest to any Intellectual Property owned by the Company which may exist in the Platform, an App or Development Services.
 - (b) User Content is the sole responsibility of the person that provided the User Content to the Platform.
 - (c) The User indemnifies the Company for any User Content that is illegal, offensive, indecent or objectionable that the User makes available using the Platform.
 - (d) The Company may suspend accessibility to User Content via the Plattar App that the Company determines is illegal, offensive, indecent or objectionable in its sole discretion.
 - (e) To the extent permitted by law, under no circumstances will the Company be liable in any way for User Content.
 - (f) The User warrants that it has all necessary Intellectual Property Rights to use User Content, and shall indemnify the Company for any infringement the User commits of third-party Intellectual Property Rights by using User Content on the Platform.

- (g) In order to provide the services afforded by the Platform, an App or any Development Services, where the User Content includes the User's brand, logo or other intellectual property, it grants the Company a worldwide, revocable license to use the User Content, for the term of this Agreement.
- (h) The Company may delete User Content on termination of this Agreement.

5 RESELLING

- 5.1** Notwithstanding clause 5.9, the Company permits the Customer to resell Assets, Triggers and/or Scenes to third-party clients or customers of the Customer (**Clients**) using the Customer's Platform account on the terms of this clause.
- 5.2** Each Asset, Trigger or Scene that the Customer uploads to, or creates within the Platform on behalf of a Client must be deployed using an App.
- 5.3** Unless specifically agreed otherwise with the Company in writing, the Customer is not authorised to resell Development Services to Clients. If a Client requires Development Services, the Client must contract directly with the Company or a Partner.
- 5.4** The Customer may set the pricing of any Asset, Trigger or Scene that they upload or create for a Client at their discretion.
- 5.5** The Customer shall remain exclusively responsible to each Client for any use the Customer makes of the Platform in order to provide services to the Client.
- 5.6** The Customer indemnifies and shall hold the Company harmless for any claim arising from the Customer's use of the Platform to provide services to a Client, including (without limitation) in relation to each Asset, Trigger or Scene.
- 5.7** In no event shall the Company provide support services to a Client directly. In the event a Client requires support related to the Platform or an App, the Customer must deal directly with the Company on the Client's behalf.
- 5.8** The Customer remains responsible for paying any Fees for any Asset, Trigger or Scene that it resells in accordance with the Customer's subscription.
- 5.9** Unless specifically agreed otherwise, a Customer that is also a Partner is not permitted to resell to Partner Customers any Assets, Triggers or Scenes subject to this clause.

6 PARTNER CUSTOMERS

- 6.1** The Company shall provide a Partner Customer with access to the Platform, Development Services, and other services on behalf of the Partner in accordance with the terms of a Partner Customer Agreement.
- 6.2** Each Partner Customer acknowledges that:
 - (a) The Partner Customer may not contract directly with the Company for access to the Platform, Development Services or other services of the Company until the Partner Customer Agreement has been validly terminated.
 - (b) The Partner Customer must pay the Partner all Fees for use of the Platform, Development Services or other services provided by the Company to the Partner Customer;

- (c) The Company may restrict the Partner Customer's access to the Platform, and withhold Development Services and other services in the event that:
 - i The Partner has not paid the Company the relevant Fees for those services; or
 - ii The Partner is otherwise in breach of its obligations to the Company under a reseller agreement.
- (d) In the event that the Company withholds a service or access to the Platform pursuant to clause 6.2(b), the Partner Customer must resolve any dispute directly with the Partner in accordance with the Partner Customer Agreement.

7 FEES, PAYMENTS & REFUNDS

7.1 Fees

- (a) The primary Fee to use the Platform shall be the Subscription Fee, which is payable in advance (after any free trial period has expired).
- (b) The Customer shall pay a Set-up fee for each App that it wishes to use in order to deploy a Scene, if so required by the Company or otherwise in accordance with their subscription.
- (c) Each Fee applies in accordance with such features and/or services subscribed for by the Customer in accordance with the pricing described on the Site.
- (d) The Customer agrees to make payment monthly in advance for all Fees due via the online payment gateway within Platform, or in such other manner as the Company may direct from time-to-time. The Customer agrees that it has no right to access the Platform if it fails to make payments when due.
- (e) The Company reserves the right to introduce or change any Fees from time-to-time by giving the User no less than 14 days' written notice. Any new or changed Fees will apply at the next billing period after the Customer has been given such notice.
- (f) If a User does not accept a change to any Fees, then it can simply terminate its Account (or Staff Membership, as the case may be).
- (g) Fees for Partner Customer's must be paid to the relevant Partner in accordance with the Partner Customer Agreement. All other Customers shall pay the Company in accordance with this Agreement.

7.2 Currency.

All Fees are quoted in Australian dollars, however transactions may be processed in an equivalent foreign currency (such as US dollars or British pounds).

7.3 GST.

For Customers in Australia, GST is applicable to any Fees charged by the Company to the User. Unless expressed otherwise, all Fees shall be deemed inclusive of GST. The Company will provide the Customer with a Tax Invoice for any payments.

7.4 Refunds.

No refunds of Fees are offered other than as required by law.

7.5 Late Payment.

- (a) If the Customer does not pay the full Fees as required, the Company may suspend all User access to the Platform for that Account.
- (b) If Fees are not brought out of arrears within 28 days of becoming overdue, the Company may terminate the Customer's Account in The Platform without notice and end this Agreement.
- (c) The User agrees that the Company shall not be responsible or liable in any way for:
 - i Interruptions to the availability of the Platform or User Content in the event of (a);
 - ii Loss of User Content in the event of (b).

8 GENERAL CONDITIONS

8.1 Licence

- (a) By accepting the terms and conditions of this Agreement, the User is granted a limited, non-exclusive and revocable licence to access and use the Platform for the duration of this Agreement, in accordance with the terms and conditions of this Agreement.
- (b) The Company may issue the licence to the User on the further terms or limitations (including the number of users or volume of use or transactions) as it sees fit.
- (c) The Company may revoke or suspend the User's licence(s) in its absolute discretion for any reason that it sees fit, including for breach of the terms and conditions in this Agreement by the User.

8.2 Modification of Terms

- (a) The terms of this Agreement may be updated by the Company from time-to-time.
- (b) Where the Company modifies the terms, it will provide the User with written notice, and the User will be required to accept the modified terms in order to continue using the Platform.

8.3 Software-as-a-Service

- (a) The User agrees and accepts that the Platform is:
 - i Hosted by the Company and shall only be installed, accessed and maintained by the Company, accessed using the internet or other connection to the Company servers and is not available 'locally' from the User's systems; and

ii Managed and supported exclusively by the Company from the Company servers and that no 'back-end' access to the Platform is available to the User unless expressly agreed in writing.

(b) As a hosted and managed service, the Company reserves the right to upgrade, maintain, tune, backup, amend, add or remove features, redesign, improve or otherwise alter the Platform.

8.4 Support

(a) The Company provides user support for the Platform via the email address support@plattar.com.

(b) The Company shall endeavour to respond to all support requests within 1 Business Days.

8.5 Use & Availability

(a) The User agrees that it shall only use the Platform for legal purposes and shall not use it to engage any conduct that is unlawful, immoral, threatening, abusive or in a way that is deemed unreasonable by the Company in its discretion.

(b) The User is solely responsible for the security of its username and password for access to the Platform. The User shall notify the Company as soon as it becomes aware of any unauthorised access of its the Platform account.

(c) The User agrees that the Company shall provide access to the Platform to the best of its abilities, however:

i Access to the Platform may be prevented by issues outside of its control; and

ii It accepts no responsibility for ongoing access to the Platform.

8.6 Privacy

(a) The Company maintains the Privacy Policy in compliance with the provisions of the Privacy Act for data that it collects about the User and other customers.

(b) The Privacy Policy does not apply to how the Customer handles personal information. If necessary under the Privacy Act, it is the Customer's responsibility to meet the obligations of the Privacy Act by implementing a privacy policy in accordance with law.

(c) The Platform may use cookies (a small electronic file) to improve a User's experience while browsing, while also sending browsing information back to the Company. The User may manage how it handles cookies in its own browser settings.

8.7 Data

(a) **Security.** The Company takes the security of the Platform and the privacy of its Users very seriously. The User agrees that the User shall not do anything to prejudice the security or privacy of the Company's systems or the information on them.

- (b) **Transmission.** The Company shall do all things reasonable to ensure that the transmission of data occurs according to accepted industry standards. It is up to the User to ensure that any transmission standards meet the User's operating and legal requirements.
- (c) **Storage.** Data that is stored by the Company shall be stored according to accepted industry standards.
- (d) **Backup.** The Company shall perform backups of its entire systems in such manner, at such times and intervals as is reasonable for its business purposes. The Company does not warrant that it is able to backup or recover specific User Content from any period of time unless so stated in writing by the Company.

8.8 Intellectual Property

- (a) **Trademarks.** The Company has moral & registered rights in its trade marks and the User shall not copy, alter, use or otherwise deal in the marks without the prior written consent of the Company.
- (b) **Proprietary Information.** The Company may use software and other proprietary systems and Intellectual Property for which the Company has appropriate authority to use, and the User agrees that such is protected by copyright, trademarks, patents, proprietary rights and other laws, both domestically and internationally. The User warrants that it shall not infringe on any third-party rights through the use of the Platform.
- (c) **The Platform.** The User agrees and accepts that the Platform is the Intellectual Property of the Company and the User further warrants that by using the Platform the User will not:
 - i Copy the Platform or the services that it provides for the User's own commercial purposes; and
 - ii Directly or indirectly copy, recreate, decompile, reverse engineer or otherwise obtain, modify or use any source or object code, architecture, algorithms contained in the Platform or any documentation associated with it.
- (d) **Content.** All content (excluding User Content) submitted to the Company, whether via the Platform or directly by other means, becomes and remains the Intellectual Property of the Company, including (without limitation) any source code, analytics, insights, ideas, enhancements, feature requests, suggestions or other information provided by the User or any other party with respect to the Platform.

8.9 Disclaimer of Third Party Services & Information

- (a) The User acknowledges that the Platform Is dependent on third-party services, including but not limited to:
 - i Banks, credit card providers and merchant gateway providers;
 - ii Telecommunications services (including internet service providers);
 - iii AR recognition services;

- iv Hosting services;
 - v Email services; and
 - vi Analytics services.
- (b) The User agrees that the Company shall not be responsible or liable in any way for:
- i Interruptions to the availability of the Platform due to third-party services; or
 - ii Information contained on any linked third party website.

8.10 Confidentiality

- (a) Notwithstanding User Content published or deployed via an App, the Company agrees to keep all other User Content in the strictest confidence, and to the extent User Content is accessed and/or received by the Company it shall be deemed as Confidential Information for the purposes of this Agreement.
- (b) Each party acknowledges and agrees that:
- i the Confidential Information is secret, confidential and valuable to the disclosing party (**Discloser**);
 - ii it owes an obligation of confidence to the Discloser concerning the Confidential Information;
 - iii it must not disclose the Confidential Information to a third party except as permitted in this Agreement;
 - iv all Intellectual Property rights remain vested in the Discloser but disclosure of Confidential Information does not in any way transfer or assign any rights or interests in the Intellectual Property to the receiving party; and
 - v any breach or threatened breach by the receiving party of an obligation under this Agreement may cause the Discloser immediate and irreparable harm for which damages alone may not be an adequate remedy. Consequently the Discloser has the right, in addition to other remedies available at law or in equity, to seek injunctive relief against the receiving party (and its agents, assigns, employees, officers and directors, personally) or to compel specific performance of this clause.
- (c) A party must notify the Discloser in writing, giving full details known to it immediately, when it becomes aware of:
- i any actual, suspected, likely or threatened breach by it of any obligations it has in relation to the Confidential Information.
 - ii any actual, suspected, likely or threatened breach by any person of any obligation in relation to the Confidential Information; or

- iii any actual, suspected, likely or threatened theft, loss, damage, or unauthorized access, use or disclosure of or to any Confidential Information.
- (d) The receiving party must promptly take all steps that the Discloser may reasonably require and must co-operate with any investigation, litigation or other action of the Discloser or of a related body corporate if there is:
 - i any actual, suspected, likely or threatened breach of a term of this Agreement; or
 - ii any theft, loss, damage or unauthorized access, use or disclosure of or to any Confidential Information that is or was in its possession or control.

8.11 Liability & Indemnity

- (a) The User agrees that it uses the Platform at its own risk.
- (b) The User acknowledges that the Company is not responsible for the conduct or activities of any User and that the Company is not liable for such under any circumstances.
- (c) The User agrees to indemnify the Company for any loss, damage, cost or expense that the Company may suffer or incur as a result of or in connection with the User's use of or conduct in connection with the Platform, including any breach by the User of these Terms.
- (d) In no circumstances will the Company be liable for any direct, incidental, consequential or indirect damages, personal injury, death, damage to property, loss of property, loss or corruption of data, loss of profits, goodwill, bargain or opportunity, loss of anticipated savings or any other similar or analogous loss resulting from the User's access to, or use of, or inability to use the Platform, whether based on warranty, contract, tort, negligence, in equity or any other legal theory, and whether or not the Company knew or should have known of the possibility of such damage, loss, personal injury or death, or business interruption of any type, whether in tort, contract or otherwise.
- (e) Certain rights and remedies may be available under the *Competition and Consumer Act 2010* (Cth) or similar legislation of other States or Territories and may not be permitted to be excluded, restricted or modified. Apart from those that cannot be excluded, the Company and the Company's related entities exclude all conditions and warranties that may be implied by law. To the extent permitted by law, the Company's liability for breach of any implied warranty or condition that cannot be excluded is restricted, at the Company's option to:
 - i The re-supply of services or payment of the cost of re-supply of services; or
 - ii The replacement or repair of goods or payment of the cost of replacement or repair.

8.12 Termination

- (a) Either party may terminate this Agreement by giving the other party written notice.

- (b) Termination of this Agreement shall automatically terminate any Customer App Terms and Plattar App Terms between the Customer and the Company to deploy Scenes via the relevant App.
- (c) Termination of this agreement is without prejudice to and does not affect the accrued rights or remedies of any of the parties arising in any way out of this agreement up to the date of expiry or termination.
- (d) Termination does not affect any of the rights accrued by a party prior to termination, and the rights and obligations under clauses 7.9, 7.10, 7.13 and 7.14 survive termination of this Agreement.

8.13 Dispute Resolution

- (a) If any dispute arises between the parties in connection with this Agreement (**Dispute**), then either party may notify the other of the Dispute with a notice (**Dispute Notice**) which:
 - i Includes or is accompanied by full and detailed particulars of the Dispute; and
 - ii Is delivered within 10 Business Days of the circumstances giving rise to the Dispute first occurring.
- (b) Within 10 Business Days after a Dispute Notice is given, a representative (with the authority to resolve the dispute) parties must meet (virtually or otherwise) and seek to resolve the Dispute.
- (c) Subject to clause (d), a party must not bring court proceedings in respect of any Dispute unless it first complies with the requirements of the dispute resolution mechanism outlined in this clause.
- (d) Nothing in this clause prevents either party from instituting court proceedings to seek urgent injunctive, interlocutory or declaratory relief in respect of a Dispute.
- (e) Despite the existence of a Dispute, the parties must continue to perform their respective obligations under this document and any related agreements.

8.14 Electronic Communication, Amendment & Assignment

- (a) The words in this clause that are defined in the *Electronic Transactions Act 1999 (Cth)* have the same meaning.
- (b) The User can direct notices, enquiries, complaints and so forth to the Company as set out in this Agreement. The Company will notify the User of a change of details from time-to-time.
- (c) The Company will send the User notices and other correspondence to the details that the User submits to the Company, or that the User notifies the Company of from time-to-time. It is the User's responsibility to update its contact details as they change.
- (d) A consent, notice or communication under this Agreement is effective if it is sent as an electronic communication unless required to be physically delivered under law.
- (e) Notices must be sent to the parties' most recent known contact details.

- (f) The User may not assign or otherwise create an interest in this Agreement.
- (g) The Company may assign or otherwise create an interest in its rights under this Agreement by giving written notice to the User.

8.15 General

- (a) **Special Conditions.** The parties may agree to any Special Conditions to this Agreement in writing.
- (b) **Prevalence.** To the extent this Agreement is in conflict with, or inconsistent with, the terms of any Plattar App Terms or Customer App Terms, the terms of this Agreement shall prevail. To the extent this Agreement is in conflict with, or inconsistent with, the terms of a Master Services Agreement, or any Special Conditions made under this Agreement, as relevant, the terms of the Master Services Agreement or Special Conditions shall prevail (as the case may be).
- (c) **Disclaimer.** Each party acknowledges that it has not relied on any representation, warranty or statement made by any other party, other than as set out in this Agreement.
- (d) **Relationship.** The relationship of the parties to this Agreement does not form a joint venture or partnership.
- (e) **Waiver.** No clause of this Agreement will be deemed waived and no breach excused unless such waiver or consent is provided in writing.
- (f) **Further Assurances.** Each party must do anything necessary (including executing agreements and documents) to give full effect to this Agreement and the transaction facilitated by it.
- (g) **Governing Law.** This Agreement is governed by the laws of Victoria, Australia. Each of the parties hereby submits to the non-exclusive jurisdiction of courts with jurisdiction there.
- (h) **Severability.** Any clause of this Agreement, which is invalid or unenforceable, is ineffective to the extent of the invalidity or unenforceability without affecting the remaining clauses of this Agreement.