

BRAND BEACON PTY LTD ACN 646 951 573 (**we, us, our**) provides an intellectual property management platform through its website, app and any other technological means from time to time (**Platform**).

These terms of service (**Terms**) constitute a legally binding agreement between you and us on which we offer you access to the Platform (**Services**), including services provided by our independent third-party payment processor(s).

IMPORTANT:

By browsing or accessing the Platform and/or consenting (upon signing up for an Account), you acknowledge and agree that:

- you have read, understood and agree to be bound by these Terms and our Privacy Policy (which is available at www.brandbeacon.app) (**Privacy Policy**);
- you consent to our collection, use, storage and disclosure of your Personal Information and Sensitive Information (as defined in the *Privacy Act 1988* (Cth)) that you provide to us, in accordance with our Privacy Policy;
- if you do not agree to these Terms, we will not licence the Platform to you and you must cease using the Platform immediately;
- Platform users must be 18 years of age or older. If you are under the age of 18, you must immediately cease using the Platform; and
- we make no warranties as to the accuracy or reliability of the information contained on the Platform and we disclaim all liability associated with your reliance on such information.

1 GENERAL ACKNOWLEDGMENTS AND WARRANTIES

- (a) We may change these Terms and/or Privacy Policy at any time for any reason. In the event of such change, we will notify you the details of the change through your nominated email or when you next access the Platform (where the terms may be displayed on-screen and you may be required to read and accept them to continue your use of the Services and the Platform).
- (b) The Platform may make use of location data sent from your device (**Device**). You can turn off this functionality at any time by turning off the location services settings for the Platform on the Device. If you turn off location services, some functions of the Platform may not work. If you turn on location services, you consent to our (and our affiliates' and licensees') transmission, collection, maintenance, processing and use of your location data, in accordance with our Privacy Policy, to provide and improve the Services. You may withdraw this consent at any time by turning off the location services settings on the Device.
- (c) By using this Platform, you acknowledge and agree that internet transmissions are never completely private or secure. You understand that any message or information you send using the Platform may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.
- (d) The Platform may contain links to other independent third-party websites (**Third-party Sites**). You acknowledge and agree that the Third-party Sites are not under our control, and we are not responsible for and do not endorse their content or their privacy policies (if any). You will need to make your own independent judgement regarding your interaction with any Third-party Sites, including the purchase and use of any products or services accessible through them.

- (e) By using the Platform, you consent to us:
 - (i) collecting and using technical information about the Devices, for the purposes of improving our Services, and providing any services to you; and
 - (ii) monitoring your conduct while using the Platform and collecting information associated with your conduct to be used by us in relation to the Platform.

2 FEES

2.1 Subscription

- (a) We may offer the Services on a subscription basis, and you may subscribe for the Services through the Platform (**Subscription**).
- (b) We may offer different plans (**Plan**) which vary in respect of the subscription fee (**Fee**), billing period (**Billing Cycle**), depending on the type of Account you are registering as.
- (c) When you sign up for a Plan, you are required to provide us one or more current, valid, accepted method of payment (as set out in the Platform), which may be updated from time to time (**Payment Method**).
- (d) You warrant and undertake that you are authorised to use the Payment Method for the Services.
- (e) By signing up for a Plan, you agree to us charging the Fee to your Payment Method in accordance with the Billing Cycle.
- (f) We will notify you by email as soon as reasonably practicable after a payment has been successfully processed and received by us.
- (g) Your Billing Cycle may change where your Payment Method has not successfully settled the Fee or the Payment Date is on a day not contained in a given month.
- (h) If we cannot charge you, you will receive a notification from us, and you will need to contact us to resolve the issue. We will not attempt to charge you again until the issue has been resolved.
- (i) If we do not receive payment of the Fee from the Payment Method, we may suspend your access to the Services until we have successfully charged a valid Payment Method.
- (j) The issuer of certain Payment Methods may charge you additional fees, such as foreign transaction fees or other fees relating to the processing of your Payment Method. You acknowledge and agree that you will be responsible for the additional fees.
- (k) You can update your Payment Method in the Platform. You consent to us continuing to charge the Payment Method where we receive updated payment information from the payment provider.
- (l) You acknowledge and understand that the processing of payments through your Payment Method may be subject to additional terms and conditions, and privacy policies of those processors. You undertake and agree to comply with (and be bound by) those additional terms and conditions, and privacy policies (as applicable).
- (m) We make no warranties that a Payment Method will be available to use at the time of payment.

- (n) If you believe that you were incorrectly charged, please contact us immediately. Please note that we will only store and hold information relating to the payment credentials in accordance with our Privacy Policy.

2.2 Cancellation

You may cancel your Plan through the Platform prior to the conclusion of your Billing Cycle only if we have breached these Terms and failed to remedy that breach within 28 days of notification of that breach.

2.3 Plan Changes

We may change the Plans available through our Platform at our discretion, including the Fee, by providing you with 30 days prior written notice.

3 PROMO CODES / REWARDS / COUPONS

- (a) We may offer you promotional codes, rewards, or coupons to provide you with incentives and discounts, subject in all respects to the specific terms and conditions, which we may prescribe from time to time.
- (b) The promotional codes, rewards, or coupons will not be redeemable for cash, must be used before their expiry and can only be used once per transaction.
- (c) We reserve the right to cancel, modify, deactivate or refuse the use of the promotional codes, rewards, or coupons, at any time, for any reason without notifying you.

4 USER ACCOUNT

- (a) To use the Services and Platform you may be required to set-up an account on the Platform (**Account**).
- (b) By creating an Account, you agree:
 - (i) to submit your own valid information, which may include your full name, e-mail address, mobile phone number and postal address;
 - (ii) that all information which you submit to us will be true and accurate, and not misleading, deceiving or fraudulent;
 - (iii) to keep confidential and secure, all aspects and information of your Account including your password;
 - (iv) that you are responsible for any and all uses of your Account, whether or not you have authorised such use;
 - (v) to keep confidential and secure all aspects of other users' Account information that you may have access to;
 - (vi) that you will not use the Services for any unlawful or otherwise prohibited activity;
 - (vii) to maintain and promptly update your Account information to keep it accurate, current and complete at all times or as soon as reasonably practicable following any changes;
 - (viii) to notify us if you discover or suspect that your Account has been subject to illegal, hacking or unauthorised use; and

- (ix) that you are responsible for restricting access to the Platform on your Devices, and you accept responsibility for all activities that occur under your Account.
- (c) We may, from time to time (despite not having an obligation to do so) confirm or check the accuracy and legitimacy of any information provided by you to us. Where we make a request, you must promptly provide to us any information we require to confirm that the information you submit to us is true and accurate (and not misleading, deceiving or fraudulent).
- (d) We reserve the right to refuse your access to the Platform, Services or an Account, terminate your Account, remove or edit Content, or engage in any other act that we deem necessary, at any time, for any reason, at our sole discretion.

5 CONTENT

You acknowledge and understand that:

- (a) any words, information (including Personal and Sensitive Information), images, communications, materials, videos, sounds, music, posts, notes, messages, ideas, suggestions, or other material of any kind (**Content**) which you submit directly to us, or through the Platform, must not harass, slander, malign, libel, defame, threaten, or otherwise violate our rights or the rights of any third-parties and must not include any profanity, obscene, indecent, pornographic, defamatory, offensive or unlawful material;
- (b) we reserve the right to disclose any information deemed necessary by us to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part;
- (c) communications to or with the Platform are not private communications, therefore others may read your communications without your knowledge. You should always use caution when providing any Personal Information or Sensitive Information about yourself or others;
- (d) we have no obligation to monitor the Content on the Platform, and we do not control or endorse the Content, and we specifically disclaim any liability with regard to same;
- (e) any Content will be treated as non-confidential and non-proprietary, except where otherwise stated in our Privacy Policy; and
- (f) we may remove, alter or amend any Content at any time, for any reason, at our sole and exclusive discretion.

6 INTELLECTUAL PROPERTY

6.1 Ownership

You acknowledge and agree that:

- (a) all rights, title and interest in the Intellectual Property, anywhere in the world, belong to us or our licensors;
- (b) all rights in relation to the Intellectual Property are licensed (not sold) to you;
- (c) you hold no proprietary rights, title or interest in the Intellectual Property, other than the right to use such property in accordance with these Terms; and
- (d) nothing contained in these Terms shall be construed as an assignment or transfer of the Intellectual Property to you.
- (e) For the purposes of these Terms:

- (i) **Feedback** means any notes, messages, ideas, comments, concepts, feedback, suggestions, recommendations, or any other like content (in any form whatsoever) which you provide to us through our Platform, Services, in email or chat correspondence, or through any other means whatsoever, which relate to the functionality, operations or features of the Platform or Services, and any intellectual property rights associated with, or subsisting within, the same.
- (ii) **Intellectual Property** means all present and future industrial and intellectual property rights relating to the Platform, Services, Materials, Feedback, and/or us, including, without limitation:
 - (A) inventions, patents, copyright, trade business, company or domain names, rights in relation to registered designs, registered and unregistered trade marks, know how, trade secrets and the right to have confidential information kept confidential, and any and all other rights to intellectual property which may subsist anywhere in the world; and
 - (B) any application for or right to apply for registration of any of those rights.
- (iii) **Materials** means all of the materials displayed on or via the Platform, including (without limitation) all information, text, graphics, images, names, logos, trade marks, design, software and advertisements.

6.2 Licences

- (a) We grant you a limited, royalty-free, non-exclusive, non-transferrable, non-sublicensable, revocable, worldwide licence to use the Intellectual Property to access the Platform and the Services for personal and non-commercial purposes only, for the duration of these Terms, subject to these Terms and the Privacy Policy (**Use Licence**).
- (b) You acknowledge and understand that you are solely responsible for your use of the Intellectual Property, Platform and the Services (including any other party's use of your Account).
- (c) You grant us a licence to use the Content provided directly to us, or through the Platform, in connection with the Platform and the provision of the Services.
- (d) You warrant and represent that:
 - (i) all rights, title and interest in any Content that you provide to us through the Platform are the property of you (or your licensors);
 - (ii) you are authorised to provide the Content to us to be used in connection with the Platform; and
 - (iii) the Content (and its use by us) will not in any way infringe upon or violate the rights of any party (including without limitation any intellectual property rights).

6.3 Use Licence Restrictions

Except as expressly set out in these Terms or as permitted by any local law, you undertake and agree that you will not (and will not allow any person using your Account to), without our prior written consent:

- (a) rent, lease, sublicense, loan, sell or use for commercial purposes, the Intellectual Property, Platform and/or Services;

- (b) modify, alter, merge, adapt, translate, reverse-engineer, decompile, disassemble, or make derivative uses of, the whole or any part of the Intellectual Property, Platform and/or Services;
- (c) copy, imitate, mirror, reproduce, distribute, disseminate, publish, download, display, perform, post or transmit any Intellectual Property in any form or by any means;
- (d) permit the Platform or any part of it to be combined with, or become incorporated in, any other programs;
- (e) copy the Platform except where such copying is incidental to normal use of the Platform, or where it is necessary for the purpose of back-up or operational security;
- (f) use the Intellectual Property, Platform and/or Services in a way that may (or does) damage, disable, overburden, interfere with, or adversely affect the functionality of the Intellectual Property, and/or Services;
- (g) use any data mining bots, spiders, automated tools or similar data gathering and extraction methods, directly or indirectly, in connection with the Platform or Services, or collect any information from the Platform or Services;
- (h) use the Intellectual Property, Platform and/or Services in a way that may (or does) bring our business, the Platform or Services into disrepute;
- (i) use the Intellectual Property unlawfully, in an inappropriate way or in a manner inconsistent with these Terms;
- (j) infringe our rights (or the rights of any third parties) in relation to the Intellectual Property;
- (k) bypass or avoid our security features or measures which have been implemented on the Platform or in connection with the Services (or attempt to do the same);
- (l) apply to register, or challenge the validity of, the Intellectual Property;
- (m) provide or otherwise make available the Platform in whole or in part (including object and source code), in any form to any person without prior written consent from us; and
- (n) fail to comply with all technology control or export laws and regulations that apply to the technology used or supported by the Platform or any Service.

7 PLATFORM USE

- (a) You must not (and will not allow any person using your Account to)
 - (i) use the Platform or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the Platform or any operating system;
 - (ii) infringe our Intellectual Property or the intellectual property of any third party in relation to your use of the Platform or any Service;
 - (iii) upload any Content which would be, or act in any manner that is (or may be seen to be) unlawful, not for a proper purpose, in contravention of third party rights, misleading or deceptive (or likely to mislead or deceive), fraudulent, or that does (or may) result us being vulnerable to any legal proceedings, liabilities or other sanctions;

- (iv) transmit any material or Content that is defamatory, offensive or otherwise objectionable in relation to your use of the Platform or Services (as determined at our sole and exclusive discretion);
 - (v) allow any other party to use your Account and list any Content on your Account and you shall be responsible for all Content on your Account;
 - (vi) use the Platform or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
 - (vii) collect or harvest any information or data from the Platform, any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.
- (b) You will only:
- (i) upload Content to the Platform yourself (or cause or permit Content to be uploaded to the Platform by persons who have agreed to comply with these Terms, who you will ensure will comply with these Terms);
 - (ii) upload Content to the Platform that is correct and error-free, and you are responsible for all such Content; and
 - (iii) disclose Content to us that constitutes Personal Information or Sensitive Information regarding yourself or others who have consented to that disclosure and subsequent use by us in accordance with our Privacy Policy.

8 DISCLAIMER

You acknowledge and agree that:

- (a) we are not responsible for the Content, or the unauthorised use of your Payment Method;
- (b) the Platform has not been developed to meet your individual requirements and the results of each user associated with the Services may vary;
- (c) it is your responsibility to ensure that the processes and functions of the Platform meet your requirements;
- (d) we assume no duty of care to you or any other party who relies on anything provided for by the Platform;
- (e) the use of the Platform and/or Services is at your own risk;
- (f) the Platform and Services are provided on an “as is” and “as available” basis and we do not guarantee that the Platform and/or Services will be, available from to time and/or suitable for your needs;
- (g) we do not warrant or guarantee that the Platform will be provided in an uninterrupted, continuous and error-free manner;
- (h) we rely on all warranties and undertakings provided by you in relation to the Services and the Platform as set out in these Terms;
- (i) we cannot guarantee that our security procedures will be error-free, that transmissions of your data will always be secure or that unauthorised third parties will never be able to defeat our security measures or those of our third-party service providers;

- (j) while we may collect Personal Information, Sensitive Information and/or Content in accordance with these Terms, without limiting our right to make reasonable enquiries to ascertain the legitimacy of that Personal Information, Sensitive Information or Content, at no stage are we responsible for (nor do we make any representations or warranties with respect to) the Personal Information, Sensitive Information, and/or the Content, nor are we obliged to confirm or check the accuracy or legitimacy of the Personal Information, Sensitive Information and/or Content; and
- (k) we disclaim any and all warranties and representations (express or implied, oral or written) with respect to the Platform and/or Services, including any:
 - (i) implied warranties of merchantability;
 - (ii) implied warranties of fitness or suitability for any purpose; and
 - (iii) warranties of non-infringement or condition of title.

9 LIMITATION OF LIABILITY

- (a) To the maximum extent permitted by law, we have no liability to you for:
 - (i) any loss of profit or anticipated profit, loss of data, loss of use, damage to goodwill, or loss due to delay, or any direct or indirect loss or damage (including, without limitation, consequential loss or damage) however caused (including, without limitation, due to breach of contract, negligence or breach of statute) which may be suffered or incurred by you or which may arise from or in connection with your use of the Platform or the Services, or your use of or reliance upon any of the information or the Intellectual Property provided through the Platform or Services, or otherwise provided by us to you;
 - (ii) any losses, costs, expenses and damages (including legal costs and disbursements) sustained or incurred, whether directly or indirectly or consequentially or in any other way, arising in connection with:
 - (A) death, personal injury or property damage resulting directly or indirectly from your use of the Platform and/or Services; and/or
 - (B) any failure or delay due to matters beyond our reasonable control.
 - (iii) any act or omission, made in error by you, while using the Platform or the Services; and
 - (iv) your Device not being a compatible with the Platform.
- (b) Our maximum aggregate liability under or in connection with the Services and these Terms whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to the total price paid by you to us in the preceding 12 months for the Services.

10 EVENTS OUTSIDE OUR CONTROL

- (a) We will not be liable or responsible for any failure to perform, or delay in the performance of, any of our obligations under these Terms that is caused by any act or event beyond our reasonable control, including the failure of public or private telecommunications networks (**Event Outside Our Control**).

- (b) If an Event Outside Our Control takes place that affects the performance of our obligations under these Terms:
 - (i) our obligations under these Terms will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and
 - (ii) we will use our reasonable endeavours to find a solution by which our obligations under these Terms may be performed despite the Event Outside Our Control.

11 TERMINATION

- (a) Either party may, at any time, for any reason, terminate these Terms immediately by written notice to the other party.
- (b) We may terminate these Terms, at any time, without notice, where you breach these Terms.
- (c) On termination for any reason:
 - (i) all rights granted to you under these Terms shall immediately cease;
 - (ii) you will no longer be granted access to (and you must immediately cease using) the Services and Platform (and the Use Licence will automatically lapse); and
 - (iii) you must immediately return to us any of our Intellectual Property, and any of our confidential information or other property, that is in your possession at the time.

12 RELEASE AND INDEMNITY

- (a) You discharge and forever release us from any claim, loss, actions, proceedings, demands, costs, expenses and liability relating to your use of the Platform and/or the provision of the Services to you.
- (b) You hereby defend, indemnify and hold harmless us, our officers, directors, employees, agents, subcontractors, licensors, and suppliers, from and against all claims, loss, actions, demands, liabilities and settlements, arising in connection with your use of the Platform and/or the Services, and/or your breach of these Terms.

13 GST

- (a) Unless otherwise expressly stated, the price and any other sums payable for any Services are exclusive of GST.
- (b) In the event of a taxable supply (as defined in the GST Act), we will ensure any such supply is provided for in any invoice provided to you (as appropriate).

14 ASSIGNMENT

We may assign these Terms and our rights or delegate our obligations without your consent. All provisions contained in these Terms shall extend to and be binding upon you and our successors and assignees. You may not assign these Terms to another person or entity without our prior written consent.

15 WAIVER

Enforcement of the Terms is solely at our discretion and our failure to enforce a provision in some instances does not constitute a waiver of our right to enforce such provision in other instances.

16 SEVERABILITY

Each of the conditions of these Terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

17 DISPUTES

In the event of any dispute under these Terms:

- (a) you will notify us of the complaint using the contact details provided in these Terms;
- (b) we will review your complaint and request any further information that we may require;
- (c) you and we will both negotiate in good faith to resolve the dispute; and
- (d) you agree to fully cooperate (in a timely manner) with all requests that we may make in the resolution process.

18 INTERNATIONAL USERS

We control and operate the Platform and Services from Australia. We do not represent that the Platform and/or Services are appropriate or available for use cross-jurisdictionally. If you are accessing the Platform and Services from locations other than Australia, you acknowledge and understand that you are doing so at your own risk and on your own initiative, and you are solely responsible for compliance with local laws (as may be applicable).

19 GOVERNING LAW

These Terms will be governed by and construed in accordance with the laws of the State of South Australia. You submit to the non-exclusive jurisdiction of the state and federal courts located in South Australia for the resolution of any disputes.

20 CONTACT US

If you have any questions or suggestions regarding these Terms, or if any condition in these Terms require you to give us notice in writing, please contact us at admin@brandbeacon.com.au.