



Padmore City Pty Ltd

End-User License Agreement ("Agreement")

Last updated: January 4, 2019

This Agreement is a legal agreement between you (the end user) and Padmore City Pty Ltd [ACN 616 155 296] and it governs your use of the Application made available to you by Padmore City.

By clicking the "I Agree" button, downloading or using the Application, you are agreeing to be bound by the terms and conditions of this Agreement.

The Application is licensed, not sold, to you by Padmore City for use strictly in accordance with the terms of this Agreement.

License

Padmore City grants you a revocable, non-exclusive, non-transferable, limited license to download, install and use the Application solely for your personal, non-commercial purposes strictly in accordance with the terms of this Agreement.

Restrictions

You agree not to, and you will not permit others to:

- license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Application or make the Application available to any third party.
- copy or use the Application for any purpose other than as permitted under the above section 'License'.
- modify, make derivative works of, disassemble, decrypt, reverse compile or reverse engineer any part of the Application.
- remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of Padmore City or its affiliates, partners, suppliers or the licensors of the Application.

Intellectual Property

The Application, including without limitation all copyrights, patents, trademarks, trade secrets and other intellectual property rights are, and shall remain, the sole and exclusive property of Padmore City.

Where the end user or other customer develops material for use in the Application, the copyright and other intellectual property rights are, and shall remain, the sole and exclusive property of the end user or other customer from the time the material is developed. Where a subscription is terminated, either mutually or by either party, the copyright and other



intellectual property rights remain the sole and exclusive property of the end user or other customer and Padmore will return any end user or other customer developed material and confirm the destruction of copies within 30 days of the termination of the subscription. Padmore will not use any end user developed material without the permission of the end user or other customer.

Your Suggestions

Any feedback, comments, ideas, improvements or suggestions (collectively, "Suggestions") provided by you to Padmore City with respect to the Application shall remain the sole and exclusive property of Padmore City.

Padmore City shall be free to use, copy, modify, publish, or redistribute the Suggestions for any purpose and in any way without any credit or any compensation to you.

Modifications to Application

Padmore City reserves the right to modify, suspend or discontinue, temporarily or permanently, the Application or any service to which it connects, with or without notice and without liability to you.

Updates to Application

Padmore City may from time to time provide enhancements or improvements to the features/functionality of the Application, which may include patches, bug fixes, updates, upgrades and other modifications ("Updates").

Updates may modify or delete certain features and/or functionalities of the Application. You agree that Padmore City has no obligation to (i) provide any Updates, or (ii) continue to provide or enable any particular features and/or functionalities of the Application to you.

You further agree that all Updates will be (i) deemed to constitute an integral part of the Application, and (ii) subject to the terms and conditions of this Agreement.

Third-Party Services

The Application may display, include or make available third-party content (including data, information, applications and other products services) or provide links to third-party websites or services ("Third-Party Services").

You acknowledge and agree that Padmore City shall not be responsible for any Third-Party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. Padmore City does not assume and shall not have any liability or responsibility to you or any other person or entity for any Third-Party Services.



Third-Party Services and links thereto are provided solely as a convenience to you and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.

Term and Termination

This Agreement shall remain in effect until terminated by you or Padmore City.

Padmore City may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.

This Agreement will terminate immediately, without prior notice from Padmore City, in the event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting the Application and all copies thereof from your mobile device or from your computer.

Upon termination of this Agreement, you shall cease all use of the Application and delete all copies of the Application from your mobile device or from your computer.

Termination of this Agreement will not limit any of Padmore City's rights or remedies at law or in equity in case of breach by you (during the term of this Agreement) of any of your obligations under the present Agreement.

Indemnification

You agree to indemnify and hold Padmore City and its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (if any) harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of your: (a) use of the Application; (b) violation of this Agreement or any law or regulation; or (c) violation of any right of a third party.

Warranties

The Application is provided to you with Warranties consistent with the Australian Consumer Law (ACL) contained in Schedule 2 of the Competition and Consumer Act 2010 (Cth), including the following in relation to the software Application

- acceptable quality
- fit for a particular purpose
- matches description
- matches sample or demonstration model

Padmore City also guarantees ongoing support in the relation to the Application between 8.30am and 5pm Monday to Friday with all requests responded to within a 48 hour period.

Without limiting the foregoing protections under the ACL, neither Padmore City nor any Padmore City's provider makes any representation or warranty of any kind, express or



implied: (i) as to the operation or availability of the Application, or the information, content, and materials or products included thereon; (ii) that the Application will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Application; or (iv) that the Application, its servers, the content, or e-mails sent from or on behalf of Padmore City are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Limitation of Liability

Notwithstanding any damages that you might incur, the entire liability of Padmore City and any of its suppliers under any provision of this Agreement and your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by you for the Application.

To the maximum extent permitted by applicable law, in no event shall Padmore City or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, for loss of data or other information, for business interruption, for personal injury, for loss of privacy arising out of or in any way related to the use of or inability to use the Application, third-party software and/or third-party hardware used with the Application, or otherwise in connection with any provision of this Agreement), even if Padmore City or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Severability

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Agreement shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute waiver of any subsequent breach.

Amendments to this Agreement

Padmore City reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision to the Agreement is material, a Change Order will be issued setting forth any necessary revisions to this Agreement. What constitutes a material change will be determined at our sole discretion.

Governing Law

The laws of the Australian Capital Territory, Australia, excluding its conflicts of law rules, shall govern this Agreement and your use of the Application.



Contact Information

If you have any questions about this Agreement, please contact us at nicola@padmorecity.com or jimmy@padmorecity.com.

Entire Agreement

The Agreement constitutes the entire agreement between you and Padmore City regarding your use of the Application and supersedes all prior and contemporaneous written or oral agreements between you and Padmore City.

You may be subject to additional terms and conditions that apply when you use or purchase other Padmore City's services, which Padmore City will provide to you at the time of such use or purchase.