

Darzin Software End User License Agreement (“EULA”)

The following terms of service and end user license agreement (“EULA”) constitute an agreement between you and Darzin Software Pty Ltd (ABN. 95 010 692 154) (refer as “**Darzin**”).

“Software” means the Darzin apps and website products including updates and upgrades as well as accompanying manual(s), packaging and other written, files, electronic or on-line materials or documentation, and any and all copies of such software and its materials.

“Services” means all services made available by Darzin, including but not limited to services accessed through mobile applications, by means of a browser or by other online communication method.

Software and Services are collectively referred to as “Darzin Services”.

THE SOFTWARE IS LICENSED, NOT SOLD. YOUR USE OF THE SOFTWARE (AS SPECIFIED BELOW) IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS EULA. BY INSTALLING, USING OR ACCESSING THE PAPERLY SERVICES OR ANY MATERIALS INCLUDED IN OR WITH THE PEPERLY SERVICES, YOU HEREBY ACCEPT THE TERMS OF THIS EULA.

This Agreement is between you and us, and not Apple, Inc. or Google Inc (jointly and separately referred to as “Marketplaces”). Notwithstanding the foregoing, you acknowledge that Apple and its subsidiaries are third party beneficiaries of this Agreement and Marketplaces has the right to enforce this Agreement against you. Apple, Inc. or Google Inc are not responsible for the App and its content.

If you do not accept the terms of this EULA, do not install, use or access the Darzin Services.

1. Licenses

SOFTWARE LICENSE. Subject to this EULA and its terms and conditions, Darzin hereby grants you a non-exclusive, non-transferable, non-sublicensable, limited right and license to use one copy of the Software on a single electronic device, unless otherwise specified in the Software documentation. The rights granted herein are subject to your compliance with this EULA. The Software is being licensed to you and you hereby acknowledge that no title or ownership in the Software is being transferred or assigned and this EULA is not to be construed as a sale of any rights in the Software.

SERVICE LICENSE. Subject to this EULA and its terms and conditions, Darzin hereby grants you a non-exclusive, non-transferable, non-sublicensable, limited right and license to use the Services as provided by Darzin, for your personal non-commercial use, in the manner permitted by this EULA. The rights granted herein are subject to your compliance with this EULA.

LICENSE TERM. The term of your licenses under this EULA shall commence on the date that you accept this EULA and install or otherwise use the Software and/or Services and ends on the earlier date of either your disposal of the Software and/or Services or Darzin’s termination of this EULA. Your license terminates immediately if you attempt to circumvent any technical protection measures used in connection with the Software and/or Services or you otherwise use the Software and/or Services in breach of the terms of this EULA.

OWNERSHIP; NO OTHER LICENSES. Darzin retains all right, title and interest in and to the Darzin Services, including, but not limited to, all copyrights, trademarks, trade secrets, trade names, proprietary rights, patents, titles, computer codes, audiovisual effects, themes, characters, character names, stories, dialog, settings, artwork, sound effects, musical works, and moral rights whether

registered or not and all applications thereof. Darzin Services are protected by applicable laws and treaties throughout the world. Unless expressly authorized by mandatory legislation, the Darzin Services may not be copied, reproduced or distributed in any manner or medium, in whole or in part, without prior written consent from Darzin. All rights not expressly granted to you herein are reserved by Darzin.

2. Third party services

Darzin Services may include links to third party services and/or the third party services may be made available to you via Darzin Services. These services may include, but are not limited to, storing and analysing data records, making payment, and the like. These services are subject to respective third party terms and conditions. Please study these third party terms and conditions carefully as they constitute an agreement between you and the applicable third party service provider.

3. General license conditions

You agree not to: (i) commercially exploit the Darzin Services; (ii) distribute, lease, license, sell, rent, lend, convey or otherwise transfer or assign the Darzin Services, any copies thereof, or any passwords or usernames of Darzin Services, without the express prior written consent of Darzin or as set forth in this EULA; (iii) make a copy of the Darzin Services or any part thereof, including but not limited to Software (other than as set forth herein); (iv) make the Darzin Services publicly available or available on a network for use or download by multiple users; (v) except as otherwise specifically provided by the Darzin Services or this EULA, use or install the Darzin Services (or permit others to do same) on a network, for on-line use, or on more than one mobile device, or computer at the same time; (vi) use or copy the Darzin Services at any location-based site; provided, that Darzin may offer you a separate site license agreement to make the Darzin Services available for commercial use; (vii) reverse engineer, decompile, disassemble, translate, prepare derivative works based on or otherwise modify the Darzin Services, in whole or in part; (viii) remove, obscure or modify any copyright, trademark or other proprietary rights notices, marks or labels contained on or within the Darzin Services, falsify or delete any author attributions, legal notices or other labels of the origin or source of the material; (ix) misrepresent the source of ownership of the Darzin Services; (x) transport, export or re-export (directly or indirectly) into any country forbidden to receive such Darzin Services by any export laws or accompanying regulations or otherwise violate such laws or regulations, that may be amended from time to time; or (xi) scrape, build databases or otherwise create permanent copies of content returned from the Darzin Services.

The Darzin Services may include measures to control access to the Darzin Services, prevent unauthorized copies, or otherwise attempt to prevent anyone from exceeding the limited rights and licenses granted under this EULA. Only Darzin Services subject to a valid license can be used to access online services, and download updates and patches. You may not interfere with such access control measures or attempt to disable or circumvent such security features. If you disable or otherwise tamper with the technical protection measures, the Darzin Services will not function properly.

The Darzin Services may require an internet connection to access the Darzin Services or its internet-based features, authenticate the Software, or perform other functions. In order for certain features of the Darzin Services to operate properly, you may be required to have and maintain (a) an adequate internet connection and/or (b) a valid and active account with an online service as set forth in the documentation related to Darzin Services. By using the Darzin Services, you acknowledge and agree that third party data transfer fees may apply depending on your data plan. Please consult your carrier for further information. If you do not maintain such accounts, then the Darzin Services or certain

features of the Darzin Services may not operate or may cease to function properly, either in whole or in part.

Any data, images, and / or files you have upload to us and stored on our system will remain your property. You hereby expressly grant us a perpetual licence to use, copy, and distribute the data, images, and / or files in any manner for the purpose of providing the Darzin Services to you, and agree to sign any documentation to that effect if require. You warrant that all the data, images, and / or files which you upload to our system will not breach any law, and we reserve the right to remove any inappropriate data, images, and / or files in our sole discretion. We will not decline any legal request issued by any governmental institutions or organisations to access your information, data, images, and / or files.

We will endeavour to maintain the integrity of your data, images, and / or files, and keep them save. However, it is your responsibility to download your data, images, and / or files, and make backup thereof. We are not obliged to maintain and keep any of your data, images, and / or files if you are in arrears of your subscription, have your membership suspended, or cancelled. Once your subscription is cancelled, we will delete your data, images, and / or files on our system, and there will be extra charge for requesting us to retrieve any or your data, images, and / or files. Retrieval of deleted data is not guaranteed by us.

4. Information collection and use; Privacy policy

By installing, accessing or using the Darzin Services, you consent to these information collection and usage terms, including (where applicable) the transfer of data into a country outside of Australia, the European Union and/or the European Economic Area or the United States of America.

Darzin Services may collect and use information about your usage of the Software, including certain types of information from and about your device. Darzin may use this information, as long as it is in a form that does not personally identify information for direct marketing purposes or to contact you, to measure the use and performance of the Software. The Operator may use this you in situations required your input.

We respect your privacy rights and recognizes the importance of protecting any information collected about you. Darzin's privacy policy as amended from time to time. By installing, accessing or using the Darzin Services you explicitly agree with the terms and conditions of Darzin's Privacy Policy and to any terms and conditions included therein by reference.

We note that there is information displayed by the App may be derived by statistical analysis and statistically extrapolation of data and may not present actual numbers of people.

5. Age Restrictions

By using the Darzin Service / Software, you represent and warrant that (a) you are 18 years of age or older and you agree to be bound by this Agreement; (b) if you are under 18 years of age, you have obtained verifiable consent from a parent or legal guardian; and (c) your use of the App does not violate any applicable law or regulation. Your access to the App may be terminated without warning if the Operator believes, in its sole discretion, that you are under the age of 18 years and have not obtained verifiable consent from a parent or legal guardian. If you are a parent or legal guardian and you provide your consent to your child's use of the App, you agree to be bound by this Agreement in respect to your child's use of the App.

6. Content

Content may be submitted to the Darzin, who may moderate content and ultimately decide whether or not to post a submission to the extent such content includes, is in conjunction with, or alongside any, Objectionable Content. Objectionable Content includes, but is not limited to: (i) sexually explicit materials; (ii) obscene, defamatory, libellous, slanderous, violent and/or unlawful content or profanity; (iii) content that infringes upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary right, or that is deceptive or fraudulent; (iv) content that promotes the use or sale of illegal or regulated substances, tobacco products, ammunition and/or firearms; and (v) gambling, including without limitation, any online casino, sports books, bingo or poker.

7. Warranty

To the fullest extent permissible under applicable law, the Darzin Services / Software are provided to you "as is," with all faults, without warranty of any kind, without performance assurances or guarantees of any kind, and your use is at your sole risk. The entire risk of satisfactory quality and performance resides with you. Darzin, Darzin's licensors and partners do not make, and hereby disclaim, any and all express, implied or statutory warranties, including implied warranties of condition, uninterrupted use, accuracy of data and information presented (including but not limited to location data), merchantability, satisfactory quality, fitness for a particular purpose, non-infringement of third party rights, and warranties (if any) arising from a course of dealing, usage, or trade practice. Darzin, Darzin's licensors and partners do not warrant against interference with your enjoyment of the software; that the Darzin Services will meet your requirements; that operation of the Darzin Services will be uninterrupted or error-free, or that the Darzin Services will interoperate or be compatible with any other Darzin Services or that any errors in the Darzin Services will be corrected. No oral or written advice provided by Darzin, Darzin's licensors and partners or any authorized representative shall create a warranty. Some jurisdictions do not allow the exclusion of or limitations on implied warranties or the limitations on the applicable statutory rights of a consumer, so some or all of the above exclusions and limitations apply only to the fullest extent permitted by law in the applicable jurisdiction. Darzin does not provide any warranty for any goods or services of a third party ordered through our App or website.

8. Limitations of liability

You acknowledge that any information you obtain from us may not be suitable for your own personal use and you will seek the relevant professional advice and use your own personal judgement before relying acting upon the information provided by us. You acknowledge that you will not rely upon our information or participate in any activities found from our app or website that will cause any harm or injury to you or any other person.

In no event will Darzin, Darzin's affiliates, Darzin's licensors or partners be liable for special, incidental or consequential damages resulting from possession, access, use, malfunction of, and replying upon the Darzin Services and information, including but not limited to, damages to property, loss of goodwill, computer failure or malfunction and, to the extent permitted by law, damages for personal injuries, property damage, lost profits or punitive damages from any causes of action arising out of or related to this EULA or the software, whether arising in tort (including negligence), contract, strict liability or otherwise and whether or not Darzin, Darzin's licensors or partners have been advised of the possibility of such damages. For purposes of this section, Darzin's licensors and partners are third party beneficiaries to the limitations of liability specified herein and they may enforce this EULA against you.

Because some states/countries do not allow certain limitations of liability, this limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction. This limitation of liability shall not be applicable solely to the extent that any specific provision of this limitation of liability is prohibited by any federal, state, or municipal law, which cannot be pre-empted. This EULA gives you specific legal rights, and you may have other rights that vary from jurisdiction to jurisdiction.

You also agree to waive all legal responsibilities, to the extent permitted by law, against us in relation to any goods or services provided by a third party.

You acknowledge and agree to release of any third party (such as the platform provider such as Facebook, Google, Apple, Internet Service Provider) from all liability regarding such events and acknowledgement that the promotion is in no way sponsored, endorsed, administered by or associated with the third party (such as the platform provider such as Facebook, Google, Apple, Internet Service Provider) unless otherwise specified.

In no event shall Darzin's, Darzin's affiliates', Darzin's licensors' or partners' liability for all damages (except as required by applicable law) exceed the actual price paid by you for use of the Darzin Services or ten Australian Dollars (A\$ 10.00), whichever less.

9. Other terms and conditions

MAINTENANCE AND SUPPORT. Darzin does provide minimal maintenance or support for it but not to the extent that any maintenance or support is required by applicable law, the Darzin, not the Marketplaces, shall be obligated to furnish any such maintenance or support.

TERMINATION: This EULA will terminate automatically if you fail to comply with its terms and conditions. In such event, you must destroy all copies of the Software and all of its component parts and cease and desist from accessing any Darzin Services. With regards to Software delivered on a physical storage medium you can end this EULA by destroying the Software and all copies and reproductions of the Software and deleting and permanently purging the Software from any client server or computer on which it has been installed.

EQUITABLE REMEDIES: You hereby agree that if the terms of this EULA are not specifically observed, Darzin will be irreparably damaged, and therefore you agree that Darzin shall be entitled, without bond, other security or proof of damages, to appropriate equitable remedies with respect to your breach of any of the terms of this EULA, in addition to any other available remedies.

AFFILIATE: For purposes of this EULA, an "affiliate" or Darzin means any legal entity that is directly or indirectly controlled by Darzin for so long as such control lasts. Control shall exist through direct or indirect ownership of more than 50 % of the nominal value of the issued equity share capital or more than 50 % of the shares entitling the holders to vote for the election of the members of the board of directors or persons performing similar functions.

INDEMNITY: You agree to indemnify, defend and hold Darzin, its partners, affiliates, contractors, officers, directors, employees and agents harmless from and against any and all damages, losses and expenses arising directly or indirectly from: (i) your acts and omissions to act in using the Darzin Services pursuant to the terms of the EULA; or (ii) your breach of this EULA.

MISCELLANEOUS: This EULA represents the complete agreement concerning this license between the parties and supersedes all prior agreements and representations between them. Darzin reserves the

right, at its discretion, to change, modify, add or remove portions of this EULA by posting the updated EULA on Darzin's website. You will be deemed to have accepted such changes by continuing to use the Darzin Services. If any provision of this EULA is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable and the remaining provisions of this EULA shall not be affected.

GOVERNING LAW AND DISPUTE RESOLUTION. This EULA will be governed by the laws of New South Wales, Australia without reference to its choice of law rules. The United Nations Convention for the International Sale of Goods shall not apply.

PRODUCT CLAIMS. Darzin, not Marketplaces nor App Store, is responsible for addressing any claims by you relating to the Darzin Services / Software or use of it, including, but not limited to: (i) any product liability claim; (ii) any claim that the Darzin Services / Software fails to conform to any applicable legal or regulatory requirement; and (iii) any claim arising under consumer protection or similar legislation for Darzin Services / Software only. Nothing in this Agreement shall be deemed an admission that you may have such claims.

THIRD PARTY INTELLECTUAL PROPERTY CLAIMS. Darzin shall not be obligated to indemnify or defend you with respect to any third party claim arising out or relating to the Darzin Services / Software. To the extent the Darzin is required to provide indemnification by applicable law, Darzin, not Marketplaces, shall be solely responsible for the investigation, defence, settlement and discharge of any claim that the Darzin Services / Software or your use of it infringes any third party intellectual property right.