

Thanks for joining Huddlepoint!

These Terms of Service along with any other terms and policies referenced herein, and are incorporated herein by reference and form an integral part hereof, as amended from time to time (these “Terms”) constitute a legally binding agreement as of the Effective Date (as defined below), governing your access to, and the use of Huddlepoint and any related website owned or operated by Huddlepoint (the “Sites”), and the use of, and registration with, Huddlepoint Service (defined below) through the Sites, or through any other means. These Terms are between Huddlepoint Pty Ltd. (“Huddlepoint”, “us”, “we” or “our”) and you, either individually, or on behalf of your employer or any other entity which you represent (“you” or “your”). In case you represent your employer or another entity, you hereby represent that (i) you have full legal authority to bind your employer or such entity (as applicable) to these Terms; and (ii) after reading and understanding these Terms, you agree to these Terms on behalf of your employer or the respective entity (as applicable), and these Terms shall bind your employer or such entity (as the case may be).

PLEASE NOTE THAT YOU ARE DEEMED AS AN AUTHORISED REPRESENTATIVE OF YOUR EMPLOYER OR AN ENTITY (AS APPLICABLE): (I) IF YOU ARE USING YOUR EMPLOYER OR AN ENTITY’S EMAIL ADDRESS IN REGISTERING INTO THE SERVICE; AND (II) IF YOU ARE AN ADMIN (AS DEFINED BELOW).

AS ELABORATED IN SECTION 2 BELOW, THERE ARE VARIOUS TYPES OF USERS FOR THE SERVICE, THUS, EXCEPT WHERE INDICATED OTHERWISE “YOU” SHALL REFER TO CUSTOMER AND ALL TYPES OF USERS. YOU ACKNOWLEDGE THAT THESE TERMS ARE BINDING, AND YOU AFFIRM AND SIGNIFY YOUR CONSENT TO THESE TERMS, BY EITHER: (I) CLICKING ON A BUTTON OR CHECKING A CHECKBOX FOR THE ACCEPTANCE OF THESE TERMS; OR (II) REGISTERING TO, USING OR ACCESSING THE SERVICE OR SITES, WHICHEVER IS EARLIER (THE “EFFECTIVE DATE”).

IF YOU DO NOT AGREE TO COMPLY WITH, AND BE BOUND BY, THESE TERMS OR DO NOT HAVE AUTHORITY TO BIND YOUR EMPLOYER OR ANY OTHER ENTITY (AS APPLICABLE), PLEASE DO NOT ACCESS OR USE THE SERVICE OR THE SITES, AS BY DOING SO, DEEMS THESE TERMS ACCEPTED BY YOU.

1. Our Service.

1.1 Our Service. The Huddlepoint platform is a cloud-based meeting management tool that transforms the way teams prepare for and run meetings, with the aim to build a culture of transparency, ownership and accountability and improve overall operational efficiency, inclusive of any and all functionalities, application programming interface and tools offered as part of Huddlepoint platform, offered online (the “Service”). Specific Terms may apply to You or to some of the Service, such specific terms are incorporated herein by reference and form an integral part hereof.

1.2 Modification or Discontinuation of the Service. We may add, modify or discontinue any feature, functionality or any other tool, within the Service and/or Sites, at our own discretion and without further notice, however, if we make any material adverse change in the core functionality of the Service, then we will notify you by posting an announcement on the Sites and/or via the Service or by sending you an email.

1.3 No Contingency on Future Releases and Improvements. You hereby acknowledge that your purchase of the Service (as defined below) hereunder is not contingent on the delivery by us of any future release of any functionality or feature, including without limitation, the continuance



of: (i) a certain Service beyond its current Subscription Term; or (ii) or dependent on any public comments we make, orally or in writing, regarding any future functionality or feature.

1.4 Ability to Accept Terms. If you, access and use the Sites and/or the Service, you represent and warrant that you are at least 18 years old. The Sites and/or Service are only intended for individuals aged eighteen (18) years or older. We reserve the right to request proof of age at any stage so that we can verify compliance with this paragraph.

2 Account Registration and Administration.

2.1 Account Registration. To register to the Service for the first time, you shall create an account with the Service. By creating an account (“Account”) and registering to the Service you become, either individually or on behalf of your employer or any entity, on behalf of whom you created the Account, a Huddlepoint customer (the “Customer”). The first user of the Account is automatically assigned as the Account administrator (the “Admin”).

2.2 Your Registration Information. When creating an Account or when you are added into an Account and creating your user profile (the “User Profile”), you: (i) agree to provide us with accurate, complete, and current registration information about yourself; (ii) acknowledge that it is your responsibility to ensure that your password remains confidential and secure; (iii) agree that you are fully responsible for all activities that occur under your User Profile and password, including any integration or any other use of third party products or services (and associated disclosure of data) in connection with the Service; and (iv) undertake to promptly notify us in writing if you become aware of any unauthorised access or use of your Account or User Profile and/or any breach of these Terms. We may assume that any communications we receive under your User Profile have been made by you. Customer will be solely responsible and liable for any losses, damages, liability and expenses incurred by us or a third party, due to any unauthorised usage of the Account by either you or any other User or third party on your behalf.

2.3 User Verification. You understand and agree that we may require you to provide information that may be used to confirm your identity and help ensure the security of your Account and/or User Profile. In the event that you or the Admin lose access to an Account or otherwise request information about an Account, we reserve the right to request from you or such Admin (as the case may be) any verification we deem necessary before restoring access to or providing information about such Account.

2.4 Account Admins. The Admin(s) of an Account are, severally and jointly, deemed as the authorised representatives of Customer, and any decision or action made by any Admin, is deemed as a decision or action of Customer. An Admin may assign or add other members of the Account as Admins, which possess important privileges and controls over the use of the Service and the Account, including, without limitation: (i) control your (and other Users) use of the Account; (ii) purchase, upgrade or downgrade the Service; (ii) create, monitor or modify Users’ actions and permissions; and (iii) manage the access to, control, remove, or otherwise change, all or part of Customer Data (as defined below). You also acknowledge that your Account can become managed by a representative of the entity that owns or controls the email address domain with which your Account was created or registered. Admin rights are further elaborated in our User Manual.



2.5 Other Users. There are several types of Account users, such as Users and Meeting Manager Admin, all of whom are defined within the Service and referred to herein as “Authorised Users”, and collectively with the Admin, the “Users”. The privileges of each such Authorised User are assigned and determined by the Account Admin(s). Other User rights are further elaborated in our User Manual.

2.6 Responsibility for Authorised Users. Customer is solely liable and responsible for understanding the settings, privileges and controls for the Service and for controlling whom Customer permits to become a User and what are the settings and privileges for such User, including without limitation, the right for a User to invite other Users (either paid or unpaid), the right to incur charges on the Account, the right to access, modify or share boards, etc. Customer is responsible for the activities of all of its Users, including Order Forms they may place and how Users use the Customer Data, even if those Users are not from Customer’s organisation or domain. Further, Customer acknowledges that any action taken by a User of Customer’s Account, is deemed by us as an authorised action by Customer, hence Customer shall have no claim in this regard.

3 Your Customer Data.

3.1 Customer Data. Customer Data is any data, file attachments, text, images, reports, personal information, or any other content, that is uploaded or submitted, transmitted or otherwise made available, to or through the Service by you or any User and is processed by us on Customer’s behalf (the “Customer Data”). For the avoidance of doubt, Anonymous Information (as defined below) is not regarded as Customer Data. Customer retains all right, title, interest and control, in and to the Customer Data, in the form submitted to the Service. Subject to these Terms, Customer grants us a worldwide, royalty-free, limited license to access, use, process, copy, distribute, perform, export, and display the Customer Data, and solely to the extent that reformatting Customer Data for display in the Service constitutes a modification or derivative work, the foregoing license also includes the right to make modifications and derivative works. The afore-mentioned license is hereby granted solely: (i) to maintain and provide you the Service; (ii) to prevent or address technical or security issues and resolve support requests; (iii) to investigate when we have a good faith belief, or have received a complaint alleging, that such Customer Data is in violation of these Terms; (iv) to comply with a valid legal subpoena, request, or other lawful process; and (v) as expressly permitted in writing by you.

3.2 Responsibility for Customer Data Compliance. You represent and warrant that: (i) you have or have obtained all rights, licenses, consents, permissions, power and/or authority, necessary to grant the rights granted herein, for any Customer Data that you submit, post or display on or through the Service; (ii) the Customer Data is in compliance with, and subject to, our Acceptable Use Policy; and (iii) the Customer Data you submit, your use of such Customer Data, and our use of such Customer Data, as set forth in these Terms, do not and shall not (a) infringe or violate any patents, copyrights, trademarks or other intellectual property, proprietary or privacy, data protection or publicity rights of any third party; (b) violate any applicable local, state, federal and international laws, regulations and conventions, including those related to data privacy and data transfer and exportation (the “Laws”); (c) violate any of your or third party’s policies and terms governing the Customer Data. Other than our security and data protection obligations expressly set forth in Section 6, we assume no responsibility or liability for Customer Data, and you shall be solely responsible for Customer Data and the consequences of using, disclosing, storing, or transmitting it. It is hereby clarified that Huddlepoint shall not monitor and/or moderate the Customer Data and there shall be no claim against Huddlepoint of not acting so.



4 Intellectual Property Rights; License.

- 4.1** Our Intellectual Property. The Service and Sites, inclusive of materials, such as software, application programming interface, design, text, editorial materials, informational text, photographs, illustrations, audio clips, video clips, artwork and other graphic materials, and names, logos, trademarks and services marks (excluding Customer Data), any and all related or underlying technology and any modifications, enhancements or derivative works of the foregoing (collectively, “Huddlepoint Materials”), are the property of Huddlepoint and its licensors, and may be protected by applicable copyright or other intellectual property laws and treaties. As between you and Huddlepoint, Huddlepoint retains all right, title and interest, including all intellectual property rights, in and to the Huddlepoint Materials.
- 4.2** Customer Reference. Customer acknowledges and accepts that Huddlepoint has the right to use Customer’s name and logo to identify Customer as a customer of Huddlepoint or User of the Service, on Huddlepoint’s website, marketing materials or otherwise by public announcements. Customer may revoke such right, at any time, by contacting support@huddlepoint.com.au.
- 4.3** Your Access and Use Rights. Subject to the terms and conditions of these Terms, and your compliance thereof, and specifically in strict compliance with our Acceptable Use Policy, we grant you a limited, worldwide, non-exclusive, non-transferable right to access and use the Service and Sites, during the applicable Subscription Term, solely for Customer’s internal purposes.
- 4.4** Use Restrictions. Except as expressly permitted in these Terms, you may not, and shall not allow an Authorised User or any third party to: (i) give, sell, rent, lease, timeshare, sublicense, disclose, publish, assign, market, resell, display, transmit, broadcast, transfer or distribute any portion of the Service or the Sites to any third party, including, but not limited to your affiliates, or use the Service in any service bureau arrangement; (ii) circumvent, disable or otherwise interfere with security-related features of the Sites or Service or features that prevent or restrict use or copying of any content or that enforce limitations on use of the Service or Sites; (iii) reverse engineer, decompile or disassemble, decrypt or, attempt to derive the source code of, the Service or Sites, or any components thereof; (iv) copy, modify, translate, patch, improve, alter, change or create any derivative works of the Service or Sites, or any part thereof; (v) take any action that imposes or may impose (at Huddlepoint's sole discretion) an unreasonable or disproportionately large load on the Huddlepoint infrastructure or infrastructure which supports the Sites or Service; (vi) interfere or attempt to interfere with the integrity or proper working of the Service or Sites, or any related activities; (vii) remove, deface, obscure, or alter Huddlepoint's or any third party's identification, attribution or copyright notices, trademarks, or other proprietary rights affixed to or provided as part of the Service or Sites, or use or display logos of the Service or Sites without Huddlepoint’s prior written approval; (viii) use the Service or Sites for competitive purposes, including to develop or enhance a competing service or product; or (ix) encourage or assist any third party (including other Authorised Users) to do any of the foregoing.
- 4.5** Feedback. As a User of the Service and/or Sites, you may provide suggestions, comments, feature requests or other feedback to any of Huddlepoint Materials, the Huddlepoint Service, the API (in case you are the Admin) and/or the Sites (“Feedback”). Such Feedback is deemed an integral part of Huddlepoint Materials, and as such, it is the sole property of Huddlepoint without restrictions or limitations on use of any kind. Huddlepoint may either implement or reject such Feedback, without any restriction or obligation of any kind. You (i) represent and warrant that such Feedback



is accurate, complete, and does not infringe on any third party rights; (ii) irrevocably assign to Huddlepoint any right, title and interest you may have in such Feedback; and (iii) explicitly and irrevocably waive any and all claims relating to any past, present or future moral rights, artists' rights, or any other similar rights, worldwide, in or to such Feedback.

4.6 API Use. We may offer an application programming interface that provides additional ways to access and use the Service ("API"). Such API is considered a part of the Service, and its use is subject to all these Terms. Without detracting from Sections 5.1 through 5.4 hereof, you may only access and use our API for Customer's internal business purposes, in order to create interoperability and integration between the Service and other products, services or systems you and/or Customer use internally. When using the API you should follow our relevant developer guidelines. We reserve the right at any time to modify or discontinue, temporarily or permanently, your and/or Customer's access to the API (or any part of it) with or without notice. The API is subject to changes and modifications, and you are solely responsible to ensure that your use of the API is compatible with the current version.

5 Privacy and Security.

5.1 Security. Huddlepoint implements reasonable security measures and procedures to assist in protecting your Customer Data. You can learn more on our security measures and procedures on our FAQ's Page.

5.2 Privacy Policy. As a part of accessing or using the Service and the Sites, we may collect, access, use and share certain Personal Data (as defined in the Privacy Policy) from, and/or about, you. Please read our Privacy Policy, which is incorporated herein by reference, for a description of such data collection and use practices.

5.3 Anonymous Information. Notwithstanding any other provision of these Terms, we may collect, use and publish Anonymous Information (defined below) relating to your use of the Service and/or Sites, and disclose it for the purpose of providing, improving and publicising our products and services, including the Sites and Service, and for other business purposes. "Anonymous Information" means information which does not enable identification of an individual, such as aggregated and analytics information. Huddlepoint owns all Anonymous Information collected or obtained by Huddlepoint.

6 Subscription Term, Renewal and Fees Payment.

6.1 Subscription Term. The Service is provided on a subscription basis for the term selected Customer and specified in your Registration/Subscription confirmation email, in accordance with the respective subscription plan purchased via Huddlepoint (the "Subscription Term" and the "Subscription Plan", respectively, and collectively the "Subscription").

6.2 Subscription Fees. In consideration for the provision of the Service (except for Trial Service), Customer shall pay us the applicable fees per the purchased Subscription, as set forth in the applicable Registration/Subscription Confirmation email (the "Subscription Fees"). Unless indicated otherwise, Subscription Fees are stated in Australian (AUS) dollars. Customer hereby authorises us, either directly or through our payment processing service(s), to charge such Subscription Fees via Customer's selected payment method, upon due date. Unless expressly set forth herein, the Subscription Fees are non-cancelable and non-refundable. We reserve the right to change the Subscription Fees at any time, upon notice to Customer if such change may affect



Customer's existing subscriptions upon renewal. In the event of failure to collect the Fees owed by Customer, we may, at our sole discretion (but shall not be obligated to) retry to collect at a later time, and/or suspend or cancel the Account, without notice.

- 6.3 GST.** The Subscription Fees payable are expressed exclusive of GST. In respect of any taxable supply, the Customer must pay to Huddlepoint an additional amount equal to the prevailing GST rate, payable at the same time and in the same manner as the Subscription Fees.
- 6.4 Subscription Upgrade.** During the Subscription Term, Customer may upgrade its Subscription Plan by either: (i) adding Authorised Users; (ii) adding additional meetings and/or (iii) upgrading to a higher type of Subscription Plan; (collectively, "Subscription Upgrades"). Upon a Subscription Upgrade, Customer will be billed for the applicable increased amount of Subscription Fees, at our then-current rates (unless indicated otherwise), prorated for the remainder of the then-current Subscription Term, or (2) whenever the Subscription Term is being restarted due to the Subscription Upgrade, then the Subscription Fees already paid by Customer will be reduced from the new upgraded Subscription Fees, and the difference shall be due and payable by Customer upon the date on which the Subscription Upgrade was made.
- 6.5 Subscription Downgrade.** During the Subscription Term, Customer may downgrade its Subscription Plan by either: (i) removing Authorised Users and/or (ii) downgrading to a lower type Subscription Plan (collectively, "Subscription Downgrades"). Upon a Subscription Downgrade, Customer will be billed for the downgrade subscription amount at the end of the current higher subscription period.
- 6.6 Billing.** As part of registering, or submitting billing information, to the Service, Customer agrees to provide us with updated, accurate and complete billing information, and Customer authorizes us (either directly or through our affiliates) to charge, request and collect payment (or otherwise charge, or take any other billing actions) from Customer's payment method or designated banking account, and to make any inquiries that we may consider necessary to validate Customer's designated payment account or financial information, in order to ensure prompt payment, including for the purpose of receiving updated payment details from Customer's credit card company or banking account (e.g., updated expiry date or card number as may be provided to us by Customer's credit card company).
- 6.7 Subscription Auto-Renewal.** In order to ensure that Customer will not experience any interruption or loss of services, Customer's Subscription includes an automatic renewal option by default, according to which, unless Customer cancels its Subscription prior to its expiration, the Subscription will automatically renew upon the end of the then applicable Subscription Term, for a renewal period equal in time to the original Subscription Term (excluding extended periods) and, unless otherwise notified to Customer, at the same price (subject to applicable Tax changes and excluding any discount or other promotional offer provided for the first Subscription Term). Accordingly, unless either Customer or us cancel the Subscription prior to its expiration, we will attempt to automatically charge Customer the applicable Subscription Fees upon or immediately prior to the expiration of the then applicable Subscription Term. If Customer wishes to avoid such auto-renewal, Customer shall cancel its Subscription, prior to its expiration, at any time through the Subscription settings or by contacting our Customer Support team. Except as expressly set forth in these Terms, in case a Customer cancels its Subscription, during a Subscription Term, the



Subscription will not renew for an additional period, but Customer will not be refunded or credited for any unused period within the Subscription Term.

6.8 Discounts and Promotions. Unless expressly stated otherwise in a separate legally binding agreement, if Customer received a special discount or other promotional offer, Customer acknowledges that upon renewal of its Subscription, Huddlepoint will renew such Subscription, at the full applicable Subscription Fee at the time of renewal.

7 Refund Policy; Chargeback.

7.1 Non-Refundable Services. All Services are non-refundable and the Customer shall not be entitled, and we shall not be under any obligation, to terminate the Service and give a Refund.

7.2 Chargeback. If, at any time, we record a decline, chargeback or other rejection of a charge of any due and payable Subscription Fees on Customer's Account ("Chargeback"), this will be considered as a breach of Customer's payment obligations hereunder, and Customer's use of the Service may be disabled or terminated and such use of the Service will not resume until Customer re-subscribes for any such Service, and pay any applicable Subscription Fees in full, including any fees and expenses incurred by us and/or any Third Party Service for each Chargeback received (including handling and processing charges and fees incurred by the payment processor), without detracting from any other remedy that may be applicable to us under these Terms or applicable law.

8 Trial Service

8.1 Trial Service. We may offer part or all of our Services on a free, no-obligation trial version ("Trial Service"). The term of the Trial Service commences upon Customer registration of the Free Trial Service and is offered for 30 calendar days, unless terminated earlier by either Customer or us, for any reason or for no reason. We reserve the right to modify, cancel and/or limit this Trial Service at any time and without liability or explanation to you. In respect of a Trial Service that is a trial version of the Subscription Plan (the "Trial Subscription"), upon termination of the Trial Subscription, we may remove access to your account at any time without any prior written notice.

8.2 Governing Terms of Trial Service. The Trial Service is governed by these Terms, provided that notwithstanding anything in these Terms or elsewhere to the contrary, in respect of Trial Service (i) such services are licensed hereunder on as "As-Is", "With All Faults" "As Available" basis, with no warranties, express or implied, of any kind; (ii) IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF HUDDLEPOINT, ITS AFFILIATES OR ITS THIRD PARTY SERVICE PROVIDERS, UNDER, OR OTHERWISE IN CONNECTION WITH, THESE TERMS (INCLUDING THE SITES, THE SERVICE AND THE THIRD PARTY SERVICES), EXCEED the fees payable under the Trial Service, being AUS \$0. We make no promises that any Trial Service will be made available to you and/or generally available.

9 Term and Termination; Suspension.

9.1 Term. These Terms are in full force and effect, commencing upon the Effective Date, until the end of the Service underlying the Account, either paid or unpaid, unless terminated otherwise in accordance with these Terms.

9.2 Termination for Cause. Either Customer or us may terminate the Service and these Terms, upon written notice, in case that (a) the other party is in material breach of these Terms and to the extent, curable, fails to cure such breach, within a reasonable cure period, which shall not be less than 10 days following a written notice from by the non-breaching party; or (b) ceases its business



operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within 30 days.

9.3 Termination by Customer. Customer may terminate its Subscription to the Service by cancelling the Service, whereby such termination shall not derogate from Customer's obligation to pay applicable Subscription Fees. The effective date of such termination will take effect at the end of the then-current Subscription Term, and Customer's obligation to pay the Subscription Fees throughout the end of such Subscription Term shall remain in full force and effect, and Customer shall not be entitled to a refund for any pre-paid Subscription Fees.

9.4 Effect of Termination of Service. Upon termination or expiration of these Terms, Customer's Subscription and all rights granted to you hereunder shall terminate, and we may remove access to your account. It is Customer's sole liability to export the Customer Data prior to such termination or expiration. In the event that Customer did not delete the Customer Data from the Account, we may continue to store and host (for a maximum of 30 days post termination or expiration of these Terms) until either Customer or we, at our sole discretion, delete such Customer Data, and during such period, Customer shall still be able to make a limited use of the Service in order to export the Customer Data (the "Read-Only Mode"), but note that we are not under any obligation to maintain the Read-Only Mode period, hence such period may be terminated by us, at any time, with or without notice to Customer, and subsequently, the Customer Data will be deleted. Customer acknowledges the foregoing and its sole responsibility to export and/or delete the Customer Data prior to the termination or expiration of these Terms, and therefore we shall not have any liability either to Customer, nor to any User or third party, in connection thereto. Unless expressly indicated herein otherwise, the termination or expiration of these Terms shall not relieve Customer from its obligation to pay due Subscription Fees.

9.5 Survival. Section 2.6 (Responsibility for Authorised Users), 3 (Customer Data), 5 (Privacy and Security), 6 (Subscription Term, Renewal and Fees Payment) in respect of unpaid Subscription Fees, 8.2 (Governing Terms of Trial Services and Pre-Released Services), 9 (Term and Termination; Suspension), 10 (Confidentiality), 11 (Limitations of Liability), 12 (Indemnification), and 15 (General Provisions), shall survive the termination or expiration of these Terms, and continue to be in force and effect in accordance with their applicable terms.

9.6 Suspension. Without detracting from our termination rights above, we may decide to temporarily suspend the Account and/or a User Profile (including any access thereto) and/or our Service, in the following events: (i) we believe, at our sole discretion, that you or any third party, are using the Service in a manner that may impose a security risk, may cause harm to us or any third party, and/or may raise any liability for us or any third party; (ii) we believe, at our sole discretion, that you or any third party, are using the Service in breach of these Terms or applicable Law; (iii) Customer's payment obligations, in accordance with these Terms, are or are likely to become, overdue; or (iv) Customer's or any of its Users' breach of the Acceptable Use Policy. The aforementioned suspension rights are in addition to any remedies that may be available to us in accordance with these Terms and/or applicable Law.

10 Confidentiality.

10.1 Confidential Information. In connection with these Terms and the Service (including the evaluation thereof), each party ("Disclosing Party") may disclose to the other party ("Receiving Party"), non-public business, product, technology and marketing information, including without



limitation, customers lists and information, know-how, software and any other non-public information that is either identified as such or should reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure, whether disclosed prior or after the Effective Date (the “Confidential Information”). For the avoidance of doubt, (i) Customer Data is regarded as Customer’s Confidential Information, and (ii) our Site, Service, Trial Service, inclusive of their underlying technology, and their respective performance information, as well as any data, reports and materials we provided to you in connection with your evaluation or use of the Service, are regarded as our Confidential Information. Confidential Information does not include information that (a) is or becomes generally available to the public without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) is received from a third party without breach of any obligation owed to the Disclosing Party; or (d) was independently developed by the Receiving Party without any use or reference to the Confidential Information.

10.2 Confidentiality Undertakings by the Receiving Party. The Receiving Party will (i) take at least reasonable measures to prevent the unauthorised disclosure or use of Confidential Information, and limit access to those employees, affiliates, service providers and agents, on a need to know basis and who are bound by confidentiality obligations at least as restrictive as those contained herein; and (ii) not use or disclose any Confidential Information to any third party, except as part of its performance under these Terms and as required to be disclosed to legal or financial advisors to the Receiving Party or in connection with a due diligence process that the Receiving Party is undergoing, provided that any such disclosure shall be governed by confidentiality obligations at least as restrictive as those contained herein.

10.3 Compelled Disclosure. Notwithstanding the above, Confidential Information may be disclosed pursuant to the order or requirement of a court, administrative agency or other governmental body; provided, however, that to the extent legally permissible, the Receiving Party shall make best efforts to provide prompt written notice of such court order or requirement to the Disclosing Party to enable the Disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure.

10.4 Intellectual Property (IP). Customer accepts and agrees by accepting these Terms they will not copy, distribute, or sell any or all parts of the Service (“Huddlepoint”), including copyrights, patents, trademarks, Trade Secrets, data, confidential information, domain names, know how and other rights of a similar nature, whether registrable or not and whether registered or not, and any applications for registration or rights to make such an application.

11 Limitation of Liability. NOTWITHSTANDING ANYTHING IN THESE TERMS OR ELSEWHERE TO THE CONTRARY AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW:

11.1 To the full extent permitted by law, Huddlepoint excludes all liability in respect of loss of data, interruption of business or any consequential or incidental damages.

11.2 To the full extent permitted by law, Huddlepoint excludes all representations, warranties, or terms (whether expresses or implied) other than those expressly set out in this Agreement.

11.3 Huddlepoint’s total aggregate liability for all claims relating to this Agreement is limited to the Fees payable under this Agreement.



11.4 Either party's liability for any claim relating to this Agreement will be reduced to the extent to which the other party contributed to the damage arising from the claim

11.5 This Agreement is to be read subject to any legislation which prohibits or restricts the exclusion, restriction or modification of any implied warranties, conditions, guarantees or obligations. If such legislation applies, to the extent possible, Huddlepoint limits its liability in respect of any claim to, at Huddlepoint's option: (i) in the case of goods: (a) the replacement of the goods or the supply of equivalent goods (b) the repair of the goods (c) the payment of the cost of replacing the goods or of acquiring equivalent goods; or (d) the payment of having the goods repaired and; (ii) in the case of services: (a) the supply of the services again; or (b) the payment of the cost of having the services supplied again.

12 Indemnification.

12.1 The Customer is entirely responsible for: (i) use of the Software, interoperability of the Software with any third party software, data stored or used in connection with the Software; (ii) ensuring that the Customer and employees of the Customer do not infect the Software with any virus or otherwise disrupt or corrupt the data or systems of any person; and (iii) all dealings the Customer or employees of the Customer have with customers of the Customer.

12.2 The Customer will indemnify Huddlepoint Pty Ltd, its Directors, Owners, Employees and Agents against all costs (including legal costs), expenses, damages, accounts or other losses or liability, including those from any actions, suits, proceedings, claims or demands, made against or suffered by the Licensor in connection with: (i) the business of the Customer; (ii) the use of the Software by the Customer and any employees of the Customer; and (iii) any failure by the Customer to meet the responsibilities described in clause 12.1, including any and all claims made against Huddlepoint: (a) by customers of the business of the Customer; and (b) by any third party alleging that use of the Software by the Customer or any employees of the Customer, infringes any Intellectual Property Rights or Moral Rights or any person or otherwise breaches any law.

13 Modifications.

13.1 Occasionally we may make changes to these Terms for valid reasons, such as adding new functions or features to the Service, technical adjustments, typos or error fixing, for legal or regulatory reasons or for any other reasons as we deem necessary, at our sole discretion. When we make material changes to these Terms, we'll provide Customer with notice as appropriate under the circumstances, e.g., by displaying a prominent notice within the Service or by sending Customer an email. Your continued use of the Service after the changes have been implemented will constitute your acceptance of the changes.

14 Disputes.

14.1 Any dispute or difference arising in connection with this agreement will be submitted to arbitration by a Queensland Law Society approved Arbitrator. During such arbitration, both parties may be represented by a duly qualified legal practitioner.

15 General Provisions.

15.1 Force Majeure. Neither us nor you will be liable by reason of any failure or delay in the performance of its obligations on account of events beyond the reasonable control of a party, which may include denial-of-service attacks, interruption or failure of the Internet or any utility



service, failures in third-party hosting services, strikes, shortages, riots, fires, acts of God, war, terrorism, pandemics and governmental action.

15.2 Relationship of the Parties; Nothing contained in this Agreement creates any relationship of partnership or agency between the parties.

15.3 Notice. We shall use your contact details that we have in our records, in connection with providing you notices, subject to this 15.3. Our contact details for any notices are detailed below. You acknowledge notices that we provide you, in connection with these Terms and/or as otherwise related to the Service, shall be provided as follows: via the Service, including by posting on our Sites or posting in your account, text, in-app notification, e-mail, phone or, airmail, or overnight courier. You further acknowledge that an electronic notification satisfies any applicable legal notification requirements, including that such notification will be in writing. Any notice to you will be deemed given upon the earlier of: (i) receipt; or (ii) 24 hours of delivery. Notices to us shall be provided to Huddlepoint Pty Ltd, attention: Chief Executive Officer, at support@huddlepoint.com.au

15.4 Assignment. These Terms, and any and all rights and obligations hereunder, may not be transferred or assigned by you without our written approval, provided that you may assign these Terms to your successor entity or person, resulting from a merger, acquisition, or sale of all or substantially all of your assets or voting rights, except for an assignment to a competitor of Huddlepoint, and provided that you provide us with prompt written notice of such assignment and the respective assignee agrees, in writing, to assume all of your obligations under these Terms. We may assign our rights and/or obligations hereunder and/or transfer ownership rights and title in the Service to a third party without your consent or prior notice to you. Subject to the foregoing conditions, these Terms shall bind and inure to the benefit of the parties, their respective successors, and permitted assigns. Any assignment not authorised under this Section 21.5 shall be null and void.

15.5 Severability. These Terms shall be enforced to the fullest extent permitted under applicable Law. If any provision of these Terms is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms will remain in effect.

15.6 No Waiver. No failure or delay by either party in exercising any right under these Terms will constitute a waiver of that right. No waiver under these Terms will be effective unless made in writing and signed by an authorised representative of the party being deemed to have granted the waiver.

Last update: March 2021

