

TERMS AND CONDITIONS

Welcome to Sociatopia!

Sociatopia is a web and app platform that gamifies social interactions and daily tasks to help users grow their social confidence and overcome social anxiety.

To make it easier for you to understand the terms on which we provide our services, we've tried to keep these terms of use (**Terms**) as simple as possible by using plain English.

When we talk about "**Sociatopia**", "**we**," "**our**," or "**us**" in these Terms, we are referring to JUNXIANG JACK REN trading as Sociatopia, an Australian business with ABN 21 505 237 527. When we talk about the "**Services**" in these Terms, we are referring to our mobile application available on the Apple iOS Store and the Google Play Store (**App**), our website at <https://www.sociatopia.com> (**Website**) and any associated services we offer.

We've also used a few other capitalised words and phrases as shorthand to refer to recurring concepts. Each of these are defined in bold and in brackets after the concepts are first mentioned.

1 READING AND ACCEPTING THESE TERMS

- (a) These Terms set out the terms and conditions that apply when you use the Services.
- (b) By clicking the tick box below or clicking the "I accept these Terms" button on our Website, using the Services, or otherwise engaging with the content on the Services, you agree to be bound by these Terms.
- (c) Please have a careful read through these Terms before using the Services. If you don't agree to these Terms, please don't use the Services.
- (d) We may modify our Terms from time to time. If we do, we will post a note on this page or email you. If you continue to use the Services after we modify our Terms, you'll be taken to have agreed to the Terms as modified.

2 ELIGIBILITY

- (a) By accepting these Terms, you represent and warrant that:
 - (i) you have the legal capacity and authority to enter into a binding contract with us; and
 - (ii) you are authorised to use the payment you provided when you paid the Fees (if applicable).
- (b) The App is not intended for unsupervised use by any person under the age of 18 years old, any person under the age of 13, or any person who has previously been suspended or prohibited from using the App. By using the App, you represent and warrant that you are either:
 - (i) over the age of 18 years and accessing the App for personal use; or
 - (ii) accessing the App on behalf of someone between the ages 13 and 17 with the required consent, and you accept responsibility for their use of the App.
- (c) You must not access the App if:
 - (i) you are under the age of 13;
 - (ii) you are between the ages of 13 and 17 and do not have the consent of your parent or guardian; or
 - (iii) you have previously been suspended or prohibited from using the App.
- (d) If you are a parent or legal guardian entering into these Terms on behalf of a child who is under 18 years of age (**Child**):
 - (i) you agree to supervise the Child while using the App, including ensuring that the Child is not under the age of 13 and complies with these Terms;

- (ii) you indemnify and hold harmless Sociatopia for any claim attempted to be made by the Child on the basis of a claim that the Child is a third party to these Terms and otherwise indemnify Sociatopia in accordance with these Terms.

3 ACCOUNT REGISTRATION

3.1 CREATING YOUR ACCOUNT

- (a) In order to use the Services, you will be required to sign up for an account (**Sociatopia Account**).
- (b) Where permitted, you may sign up for a Sociatopia Account using your Facebook, Instagram, Google+, X or Discord account (**Social Media Account**). If you choose to use your Social Media Account to sign up for a Sociatopia Account, you authorise us to access and use certain Social Media Account information, including but not limited to your Social Media Account profile.
- (c) In order to sign up for a Sociatopia Account you warrant that you are at least 18 years old;
- (d) As part of the registration process, you will be required to create a unique username for your Sociatopia Account. You agree to choose a username which is reasonable and unlikely to offend other users.
- (e) When you register for a Sociatopia Account, you must provide true, accurate and complete information as requested and keep this information up to date after registration.

3.2 MAINTAINING YOUR ACCOUNT

- (a) You agree that you're solely responsible for:
 - (i) maintaining the confidentiality and security of your Sociatopia Account information and your password; and
 - (ii) any activities and those of any third party that occur through your Sociatopia Account, whether those activities have been authorised by you or not.
- (b) You also agree to let us know if you detect any unusual activity on your Sociatopia Account as soon as you become aware of it.
- (c) We won't be responsible to you for, and expressly disclaim any liability for, any cost, loss, damages or expenses arising out of a failure by you to maintain the security of your Sociatopia Account information or your password.
- (d) Sociatopia may, in its absolute discretion, suspend or cancel your Sociatopia Account for any reason, including for any failure to comply with these terms.

4 THE APP

4.1 QUESTS AND SOCIAL INTERACTION FEATURES

- (a) (**Quest participation**) Users may participate in quests offered through the App. These quests may be:
 - (i) **Pre-Selected Quests:** Quests designed and made available within the App; or
 - (ii) **Custom Quests:** Quests created by users for social interaction purposes, in accordance with these Terms,(each a **Quest**).
- (b) (**Quest completion and social sharing**) Upon completing a Quest, users may:
 - (i) share their experiences, including text, ratings, and images, through the App's social features; and
 - (ii) interact with other users by posting their completed Quests on the App's social page, where other users can view, comment, or congratulate them.
- (c) (**Earning Points, Tokens or Gold**) Completing Quests may result in users earning virtual rewards such as points, tokens, or gold (**Virtual Rewards**).

- (i) Virtual Rewards can be used within the App for features or benefits as specified by Sociatopia;
- (ii) Virtual Rewards have no monetary value and cannot be exchanged for cash, real-world currency, or any tangible goods outside of the App, except as explicitly permitted by Sociatopia. In certain cases, Sociatopia may allow Virtual Rewards to be exchanged for real-world currency solely for the purpose of making donations to registered charities or non-profit organizations, subject to limitations, conditions, and frequency restrictions determined by Sociatopia.
- (d) **(Disclaimer)** Virtual Rewards are purely for entertainment and App interaction purposes. Sociatopia retains the sole discretion to modify, limit, or revoke Virtual Rewards at any time without notice or liability. Users acknowledge and agree that Virtual Rewards do not constitute a form of property and have no real-world value.
- (e) **(Prohibited Content)** Users must ensure that content shared in connection with Quests, including images and text, complies with these Terms and does not infringe on the rights of others. Sociatopia reserves the right to remove or restrict any user-generated content that violates these Terms or applicable laws.

4.2 ENHANCEMENTS

- (a) We may from time to time, in our absolute discretion, release enhancements to the App, meaning an upgraded, improved, modified or new versions of the App (**Enhancements**). Any Enhancements to the App will not limit or otherwise affect these Terms. Enhancements may cause downtime or delays from time to time, and credits will not be provided for such downtime.
- (b) We may change any features of the App at any time on notice to you.

5 COMMUNICATION WITH OTHER USERS

5.1 USER INTERACTIONS

- (a) While Sociatopia strives to create a safe and respectful online community and user experience, you acknowledge and agree that we are not responsible for the conduct of any user either on or off the App or Website.
- (b) You agree to use caution in all interactions with other users if you choose to communicate with another user off the Sociatopia App or Website and particularly if you meet another user in person.
- (c) You are solely responsible for your interaction with other users of the Sociatopia App and Website. Sociatopia does not conduct police checks on its users or otherwise inquire into the background of its users. Sociatopia makes no representations or warranties as to the conduct of its users.
- (d) You agree to present yourself respectfully and authentically by refraining from uploading or sharing content that is obscene, pornographic, violent or otherwise offensive, or that is abusive, insulting, threatening or otherwise encourages or facilitates any illegal activity. You agree that you are solely responsible for taking all necessary steps to protect your privacy and security when taking and uploading photos to the Sociatopia App and Website.

5.2 INFORMATION SHARING

- (a) Your full name and the full name of other users will not be disclosed on the Website or App. Each user will be displayed under their username, along with their country and, optionally, their state or city if they choose to provide this information
- (b) You agree not to provide other users with your financial information (for example, credit card or bank account details) or otherwise send money to or financially assist other users.

5.3 APP USE

By signing up for a Sociatopia Account or otherwise using our App or Website, you agree that you will not:

- (a) harass, bully, stalk, intimidate, assault, defame, harm or otherwise mistreat any other user;
- (b) solicit money or other items of value from another user, whether as a gift, loan or form of compensation;
- (c) use another user's Sociatopia Account;
- (d) share, or encourage other users to share, pornographic content;
- (e) use the Services for any illegal, nefarious or harmful purpose;
- (f) use the Service to damage the reputation of Sociatopia;
- (g) copy, reproduce, translate, adapt, vary or modify the Services without our express consent;
- (h) use the Services in a manner that is illegal or fraudulent or facilitates illegal or fraudulent activity;
- (i) use the Service for the purpose of distributing unsolicited commercial content, junk mail, spam, bulk content or harassment;
- (j) attempt to breach the security of the Services or Sociatopia's system security, or otherwise interfere with the normal function of the Services, including by:
 - (i) gaining unauthorised access to Sociatopia Accounts or data about other users of the Services;
 - (ii) scanning, probing or testing the Services for security vulnerabilities;
 - (iii) overload, flood, mailbomb, crash or submit a virus to the Services or Sociatopia's system; or
 - (iv) instigate or participate in a denial-of-service attack against the Services or Sociatopia's system.

5.4 THIRD PARTY APPLICATIONS AND SERVICES

- (a) Some features or quests within the App may recommend or provide links to third-party applications, services, or platforms, such as Eventbrite, MeetUp, or Uber Eats, to help you find local events or achieve specific goals. Please note that Sociatopia is not affiliated with these third-party platforms, and their inclusion in the App is for informational purposes only.
- (b) Your use of any third-party applications or services is subject to their respective terms and policies, and Sociatopia makes no representations or warranties regarding the quality, safety, reliability, or suitability of such platforms. Sociatopia is not responsible for any issues, disputes, or damages that may arise from your use of these third-party services, including but not limited to canceled events, fraudulent activities, financial loss, injury, or any other direct or indirect harm.
- (c) We encourage you to review the terms and privacy policies of any third-party services before engaging with them.

6 FEES AND PAYMENT

6.1 TRIAL PERIOD

We may from time to time offer a free trial period of the App (**Free Trial Period**). No payments will be due during any Free Trial Period and your first payment will be due immediately after the expiry of the Free Trial Period.

6.2 FEES (CURRENT)

We offer a no cost plan which will allow you to access some features of our Services (**Free Version**). In order for you to access additional features (**Paid Version**), we may require the payment of fees (**Fees**). These Fees may be paid via the mobile application store or as otherwise notified by us to you, depending on our current prices and billing process.

6.3 FEES AFTER TRIAL PERIOD

After the end of the Free Trial Period (if applicable), in order for you to access the App you are required to make payment of fees (**Fees**). These Fees may be paid via the mobile application store or as otherwise notified by us to you, depending on our current prices and billing process.

6.4 FAILURE TO PAY

If Fees for a Sociatopia Account are not paid when they are due, we may revoke your Sociatopia Account and require payment for you to continue accessing those Services.

6.5 GST

Unless otherwise indicated, the Fees do not include GST. In relation to any GST payable for a taxable supply by us, you must pay the GST subject to us providing a tax invoice.

6.6 CARD SURCHARGES

We reserve the right to charge credit card surcharges in the event payments are made using a credit, debit or charge card (including Visa, MasterCard or American Express).

6.7 ONLINE PAYMENT PARTNER

- (a) We may use third-party online payment partner, currently Stripe (**Online Payment Partner**) to collect Subscription Fees.
- (b) Provided that the Service Provider has notified the Client of such Third Party Terms and provided the Client with a copy of those terms, you acknowledge agree that:
 - (i) the processing of payments by the Online Payment Partner will be, in addition to this agreement, subject to the terms, conditions and privacy policies of the Online Payment Partner, which can be found here:
 - (A) Terms of Service: <https://stripe.com/au/legal/consumer>
 - (B) Privacy Policy: <https://stripe.com/au/privacy>
 - (ii) you release us and our Personnel in respect of all liability for loss, damage or injury which may be suffered by any person arising from any act or omission of the Online Payment Partner, including any issue with security or performance of the Online Payment Partner's platform or any error or mistake in processing your payment; and
 - (iii) We reserve the right to correct, or to instruct our Online Payment Partner to correct, any errors or mistakes in collecting your payment.
- (b) You have the right to reject any terms and conditions of the Online Payment Partner. If you reject those terms, we cannot provide you with access to the Services and clause 15 will apply.

6.8 REFUNDS

Except as otherwise set out on our website or required by law (including the Australian Consumer Law), we generally don't offer refunds and any refunds we issue will be solely at our discretion. Please let us know if you have any issues with our Services that you think should entitle you to a refund and we'll consider your situation.

7 YOUR CONTENT

7.1 TYPES OF CONTENT

As part of using the Services, you'll be uploading images, content, information and materials you share with us or other users (including feedback, suggestions and enhancement requests), including by using the features of the App, sharing content via the App on social media or by contacting us, or when you register a Sociatopia Account (**Posted Materials**). We encourage you to think carefully about what types of Posted Materials you choose to upload to our App or Website, keeping in mind that such Posted Materials may be visible to other users once uploaded.

7.2 POSTED MATERIALS

By providing or posting any Posted Materials, you represent and warrant that:

- (a) you are authorised to provide the Posted Material;
- (b) the Posted Material is accurate and true at the time it is provided;
- (c) any Posted Material which is in the form of a review or feedback is honest, accurate and presents a fair view of the relevant person and/or your experience;
- (d) the Posted Material is free from any harmful, discriminatory, defamatory or maliciously false implications and does not contain any offensive or explicit material;
- (e) the Posted Material is free from any material that may harm our reputation or that of associated or interested parties;
- (f) the Posted Material is not “passing off” of any product or service and does not constitute unfair competition;
- (g) the Posted Material does not infringe any Intellectual Property Rights, including copyright, trademarks, business names, patents, Confidential Information or any other similar proprietary rights, whether registered or unregistered, anywhere in the world;
- (h) the Posted Material does not contain any viruses or other harmful code, or otherwise compromise the security or integrity of the App or any network or system; and
- (i) the Posted Material does not breach or infringe any applicable Laws.

7.3 POSTED MATERIALS – IP LICENCE

- (a) By uploading any Posted Materials, you grant to us a perpetual, irrevocable, transferable, worldwide and royalty-free licence (including the right to sublicense) to use, copy, modify, reproduce and adapt any Intellectual Property Rights in any Posted Material in order for us to use, exploit or otherwise enjoy the benefit of such Posted Material.
- (b) If it is determined that you retain moral rights (including rights of attribution or integrity) in any Posted Material, you release us from any and all claims that you could assert against us by virtue of any such moral rights, and you must ensure that all Users grant an equivalent release.
- (c) You indemnify us against all damages, losses, costs and expenses incurred by us arising in connection with any third party claim that Posted Material infringes any third party’s Intellectual Property Rights.

7.4 REMOVAL

- (a) The App acts as a passive conduit for the online distribution of Posted Material and has no obligation to screen Posted Material. However, we may, in our absolute discretion, review and remove any Posted Material from the App or Website at any time without giving any explanation or justification for removing the Posted Material, including if we determine that the Posted Material infringes a third party’s Intellectual Property Rights, or is reasonably likely to.
- (b) You agree that you are responsible for keeping and maintaining records of Posted Material.

7.5 INFRINGING CONTENT ON THE APP

- (a) If you become aware of Posted Material, or other Material, on the App that infringes the Intellectual Property Rights of any person, or is reasonably likely to, please contact us immediately via: jack@sociatopia.com
- (b) If you submit a complaint on our Website under clause 7.5(a):
 - (i) you warrant that the substance of the complaint is accurate, true and involves infringement of copyright;
 - (ii) you acknowledge and agree that groundless threats of legal proceedings in relation to copyright infringement may be prohibited under applicable law (for example, Australia’s *Copyright Act 1968*, or equivalent laws wherever you are located); and

- (iii) you agree to indemnify Sociatopia in relation to any loss or damage that may arise in relation to your complaint, including in relation to any third party claim that the complaint contains a groundless threat.

8 OUR CONTENT

- (a) Unless we indicate otherwise, all materials used in the Services (including text, graphics, logos, icons, sound recordings and software) are subject to Intellectual Property Rights that are owned or licensed by us.
- (b) You can only access and use these materials for the sole purpose of enabling you to use the Services in accordance with the plan you are on, except to the extent permitted by law or where you have received prior written approval from us.

9 DATA HOSTING

We will store User Data you upload to the App using a third party hosting service selected by us (**Hosting Services**), subject to the following terms:

- (a) (**hosting location**) You acknowledge and agree that we may use storage servers to host the App through cloud-based services, and potentially other locations outside Australia.
- (b) (**service quality**) While we will use our best efforts to select an appropriate hosting provider, we do not guarantee that the Hosting Services will be free from errors or defects or that User Data will be accessible or available at all times.
- (c) (**security**) We will use our best efforts to ensure that User Data is stored securely. However, we do not accept responsibility or liability for any unauthorised use, destruction, loss, damage or alteration to User Data, including due to hacking, malware, ransomware, viruses, malicious computer code or other forms of interference.
 - (i) (**backups & disaster recovery**) In the event that User Data is lost due to a system failure (e.g. a database or webserver crash), we cannot guarantee that any backup will be available, or if available that such a backup will be free from errors or defects.

10 THIRD PARTY TERMS

- (a) If we are required to acquire goods or services supplied by a third party, you may be subject to the terms and conditions of that third party (**Third Party Terms**).
- (b) Currently, you may be subject to the following Third Party Terms:
 - (i) Facebook: <https://www.facebook.com/terms.php>
 - (ii) Google: <https://policies.google.com/terms>
 - (iii) Vercel: <https://vercel.com/legal/terms>
 - (iv) Supabase: <https://supabase.com/terms>
- (c) Provided that we have notified you of such Third Party Terms and provided you with a copy of those terms, you agree to any Third Party Terms applicable to any goods or services supplied by a third party that we acquire as part of providing the Services to you and we will not be liable for any loss or damage suffered by you in connection with such Third Party Terms.
- (d) You have the right to reject any Third Party Terms. If you reject the Third Party Terms, we cannot provide the Services to you and clause 15 will apply.

11 CONFIDENTIALITY

- (a) Except as contemplated by these Terms, a party must not, and must not permit any of its Personnel, use or disclose to any person any Confidential Information disclosed to it by the other party without the disclosing party's prior written consent.
- (b) Each party must promptly notify the other party if it learns of any potential, actual or suspected loss, misappropriation or unauthorised access to, or disclosure or use of

Confidential Information or other compromise of the security, confidentiality, or integrity of Confidential Information.

- (c) The notifying party will investigate each potential, actual or suspected breach of confidentiality and assist the other party in connection with any related investigation.

12 PRIVACY

- (a) We collect personal information about you in the course of providing you with the Services, to contact and communicate with you, to respond to your enquiries and for other purposes set out in our Privacy Policy which can be found at <http://www.sociatopia.com/privacy>.
- (b) Our Privacy Policy contains more information about how we use, disclose and store your personal information and details how you can access and correct your personal information.
- (c) By agreeing to these Terms, you agree to our handling of personal information in accordance with our Privacy Policy.

13 NOTICE REGARDING APPLE

If you are accessing the Services from the Apple, Inc. (**Apple**) iOS Store, you acknowledge and agree:

- (a) these Terms are between you and Sociatopia and not with Apple. Apple is not responsible for the Services or any content available on the Services;
- (b) Apple has no obligation whatsoever to furnish any maintenance and support services for the Services;
- (c) in the event of any failure of Sociatopia to conform to any applicable warranty, you may notify Apple, and Apple will refund the price for the Services. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Services, and any other claims, losses, liabilities, damages, costs of expenses attributable to any failure to conform to any warranty will be Sociatopia's responsibility;
- (d) Apple is not responsible for addressing any claims by you or any third party relating to the Services, including, but not limited to:
 - (i) product liability claims;
 - (ii) any claim that the Services fails to conform to any applicable legal or regulatory requirement; and
 - (iii) claims arising under consumer protection, privacy, or similar legislation;
- (e) in the event of any third party claim that the Services or your use of the Services infringes any third party's intellectual property rights, Apple will not be responsible for the investigation, defence, settlement and discharge of any such claim;
- (f) that you represent and warrant that:
 - (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and
 - (ii) you are not listed on any U.S. Government list of prohibited or restricted parties;
- (g) you must comply with applicable third party terms of agreement when using the Services; and
- (h) Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms, and that, upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary.

14 LIABILITY

14.1 LIMITATIONS

- (a) **(Errors)** We will correct any errors, bugs or defects in the which are notified to us by you, unless the errors, bugs or defects:
- (i) result from the interaction of the App with any other solution or computer hardware, software or services not approved in writing by us;
 - (ii) result from any misuse of the App; or
 - (iii) result from the use of the App by you other than in accordance with these Terms.
- (b) **(Service Limitations)** While we will use our best endeavours to ensure the App is working for its intended purpose, you acknowledge and agree that from time to time, you may encounter the following issues:
- (i) the App may have errors or defects;
 - (ii) the App may not be accessible at times;
 - (iii) messages sent through the App may not be delivered promptly, or delivered at all;
 - (iv) information you receive or supply through the App may not be secure or confidential; or
 - (v) any information provided through the App may not be accurate or true.
- (c) **(Security)** We do not accept responsibility for any unauthorised use, destruction, loss, damage or alteration to your data or information (including Posted Materials), your computer systems, mobile phones or other electronic devices arising in connection with use of the Services. You should take your own precautions to ensure that the process which you employ for accessing the Services does not expose you to the risk of hacking, malware, ransomware, viruses, malicious computer code or other forms of interference.
- (d) **(Operation of App dependant on third parties)** You acknowledge that the Services are dependent on software and hardware developed by third party providers such as Apple and Google. If following an update by such third party provider, the Services can no longer function as they did prior to the update, we will not (to the maximum extent permitted by law) be liable to you for any loss or damage you might suffer as a result.
- (e) **(Exclusion)** To the maximum extent permitted by applicable law, all express or implied representations and warranties not expressly stated in these Terms are excluded.
- (f) **(Consumer law)** Nothing in these Terms is intended to limit the operation of the Australian Consumer Law contained in the *Competition and Consumer Act 2010* (Cth) (**ACL**). Under the ACL, the Client may be entitled to certain remedies (like a refund, replacement or repair) if there is a failure with the goods or services provided.

14.2 LIABILITY

- (a) To the maximum extent permitted by law and subject to clause 14.2(b), the total liability of each party in respect of loss or damage sustained by the other party in connection with these Terms or the Services is limited to the total Fees paid to us by you in the 3 months preceding the date of the event giving rise to the relevant liability, or if no fees are paid then \$100.
- (b) Clause 14.2(a) does not apply to your liability in respect of loss or damage sustained by us arising from your breach of clauses 2, 3.2, 5, 7, 8, 11 and 12.

14.3 CONSEQUENTIAL LOSS

To the maximum extent permitted by law, neither party will be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue in connection with these Terms or any goods or services provided by us, except:

- (a) in relation to a party's liability for fraud, personal injury, death or loss or damage to tangible property; or
- (b) to the extent this liability cannot be excluded under the *Competition and Consumer Act 2010* (Cth).

15 CANCELLATION

15.1 CANCELLATION BY YOU

You are responsible for the cancellation of your Sociatopia Account. You can cancel your Sociatopia Account at any time by using the functionality provided in the App and/or Website.

15.2 CANCELLATION BY US

- (a) To the extent permitted by law, we reserve the right to terminate your access to any or all of the Services or any part of the Services at any time without notice, for any reason, provided that we refund to you any Fees for Services which you have paid for and not received.
- (b) We may also terminate your access to any or all of the Services at any time without notice without issuing a refund if you breach any provision of these Terms.

15.3 EFFECT OF TERMINATION

Upon termination of this agreement:

- (a) we will delete any Posted Materials associated with your Sociatopia Account. You won't be able to recover any of this after cancellation, termination or expiry of your Sociatopia Account so we recommend you back up anything important to you. We won't be responsible to you for, and expressly disclaim any liability for, any cost, loss, damages or expenses arising out the cancellation, termination or expiry of your Sociatopia Account; and
- (b) each party must comply with all obligations that are by their nature intended to survive the end of this agreement.

16 DISPUTE RESOLUTION

- (a) A party claiming that a dispute has arisen under or in connection with this agreement must not commence court proceedings arising from or relating to the dispute, other than a claim for urgent interlocutory relief, unless that party has complied with the requirements of this clause.
- (b) A party that requires resolution of a dispute which arises under or in connection with this agreement must give the other party or parties to the dispute written notice containing reasonable details of the dispute and requiring its resolution under this clause.
- (c) Once the dispute notice has been given, each party to the dispute must then use its best efforts to resolve the dispute in good faith. If the dispute is not resolved within a period of 14 days (or such other period as agreed by the parties in writing) after the date of the notice, any party to the dispute may take legal proceedings to resolve the dispute.

17 FORCE MAJEURE

- (a) We will not be liable for any delay or failure to perform its obligations under this agreement if such delay or failure arises out of a Force Majeure Event.
- (b) If a Force Majeure Event occurs, we must use reasonable endeavours to notify you of:
 - (i) reasonable details of the Force Majeure Event; and
 - (ii) so far as is known, the probable extent to which We will be unable to perform or be delayed in performing its obligations under this agreement.
- (c) Subject to compliance with clause 17(b), our relevant obligation will be suspended during the Force Majeure Event to the extent that it is affected by the Force Majeure Event.
- (d) For the purposes of this agreement, a 'Force Majeure Event' means any:

- (i) act of God, lightning strike, meteor strike, earthquake, storm, flood, landslide, explosion or fire;
- (ii) strikes or other industrial action outside of the control of us;
- (iii) war, terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic, pandemic; or
- (iv) any decision of a government authority in relation to COVID-19, or any threat of COVID-19 beyond the reasonable control of us, to the extent it affects our ability to perform our obligations.

18 NOTICES

- (a) A notice or other communication to a party under these Terms must be:
 - (i) in writing and in English; and
 - (ii) delivered via email to the other party, to the email address specified in the Order, or if no email address is specified in the Order, then the email address most regularly used by the parties to correspond regarding the subject matter of this agreement as at the date of this agreement (**Email Address**). The parties may update their Email Address by notice to the other party.
- (b) Unless the party sending the notice knows or reasonably ought to suspect that an email was not delivered to the other party's Email Address, notice will be taken to be given:
 - (i) 24 hours after the email was sent, unless that falls on a Saturday, Sunday or a public holiday in the state or territory whose laws govern this agreement, in which case the notice will be taken to be given on the next occurring business day in that state or territory; or
 - (ii) when replied to by the other party,
 whichever is earlier.

19 GENERAL

19.1 GOVERNING LAW AND JURISDICTION

This agreement is governed by the law applying in Victoria, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of Victoria, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this agreement. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

19.2 WAIVER

No party to this agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

19.3 SEVERANCE

Any term of this agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of this agreement is not limited or otherwise affected.

19.4 JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

19.5 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this agreement without the prior written consent of the other party.

19.6 ENTIRE AGREEMENT

This agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this agreement.

19.7 INTERPRETATION

- (a) **(singular and plural)** words in the singular includes the plural (and vice versa);
- (b) **(currency)** a reference to \$; or “dollar” is to Australian currency;
- (c) **(gender)** words indicating a gender includes the corresponding words of any other gender;
- (d) **(defined terms)** if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (e) **(person)** a reference to “person” or “you” includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
- (f) **(party)** a reference to a party includes that party’s executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (g) **(this agreement)** a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of this agreement, and a reference to this agreement includes all schedules, exhibits, attachments and annexures to it;
- (h) **(document)** a reference to a document (including this agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (i) **(headings)** headings and words in bold type are for convenience only and do not affect interpretation;
- (j) **(includes)** the word “includes” and similar words in any form is not a word of limitation; and
- (k) **(adverse interpretation)** no provision of this agreement will be interpreted adversely to a party because that party was responsible for the preparation of this agreement or that provision.

20 DEFINITIONS

Term	Definition
App	has the meaning given in the first paragraph of these Terms.
Confidential Information	means information of or provided by a party that is by its nature is confidential information, is designated by that party as confidential, or that the other party knows or ought to know is confidential, but does not include information, which is or becomes, without a breach of confidentiality, public knowledge.
Fees	has the meaning set out in clause 6 of these Terms.
Hosting Services	has the meaning given in clause 9.
Intellectual Property Rights	means any and all present and future intellectual and industrial property rights throughout the world (whether registered or unregistered), including copyright, trade marks, designs, patents, moral rights, semiconductor and circuit layout rights, trade, business, company and domain names, and other proprietary rights, trade secrets, know-how, technical data, confidential information and the right to have information kept confidential, or any rights to registration of such rights (including renewal), whether created before or after the date of this agreement.

Term	Definition
Material	means tangible and intangible information, documents, reports, software (including source and object code), inventions, data and other materials in any media whatsoever.
Personnel	means, in respect of a party, its officers, employees, contractors (including subcontractors) and agents.
Quest	has the meaning given in clause 4.1(a).
User	means you and any third party end user of the App who you make the App available to.
User Data	means any files, data, document, information or any other Materials, which is uploaded to the App by you or any other User or which you, your Personnel or Users otherwise provide to us under or in connection with these Terms, including any Intellectual Property Rights attaching to those materials.
Website	means the website at the URL set out in the first paragraph of these Terms, and any other website operated by us in connection with the Services.
Virtual Rewards	has the meaning given in clause 4.1(c).