

## User License Agreement Terms and Conditions

This software (referred to in these User License Agreement Terms and Conditions as the **Software**) is owned and operated by Innovation Philosophy – I.P. Pty Ltd (ACN 652 243 484), who is referred to in these Terms of Access as “we”, “us”, “our” and similar grammatical forms.

This Software is copyright © 2023-25 Innovation Philosophy – I.P. Pty Ltd (ACN 652 243 484) or other copyright owners.

The Software is available for you to:

- (a) Access conditional on your acceptance without alteration of the terms and conditions set out on this linked page. By continuing to access the Software you are agreeing to these Terms of Access.
- (b) Upload material or information conditional on your acceptance without alteration of the terms and conditions set out on this linked page. By continuing to provide upload material or information about your product or service you are agreeing to the User License Agreement Terms and Conditions related to uploading material or information to our Software.

### OPERATIVE PROVISIONS

#### **1 Use of the Software**

---

##### **1.1 Generally**

- (a) This Software is conditional on your acceptance without alteration of these User License Agreement Terms and Conditions set out on this linked page. By continuing to access the Software you are agreeing to these User License Agreement Terms and Conditions.
- (b) This Software is available for you to upload material or information conditional on your acceptance without alteration of the terms and conditions set out on this linked page. By continuing and or uploading material or information about your product(s) or service(s) you are agreeing to these User License Agreement Terms and Conditions related to your upload of material or information to our Software.
- (c) Your access to this Software is permitted on a temporary basis, and we reserve the right to withdraw or amend your access without notice. We will not be liable if for any reason this Software is unavailable at any time or for any period. From time to time, we may restrict access to some parts or all of this Software.

##### **1.2 License to Use**

- (a) We grant you a non-exclusive, world-wide, non-transferable license to use the Software during the term solely in connection with the operation of the Software, subject to and in accordance with the terms and conditions set out in these User License Agreement Terms and Conditions.
- (b) You must not:



- (i) use the Software for any purpose or in any manner other than as set out in clause 1.2(a);
- (ii) use the Software in any way that could damage our reputation or the goodwill or any other rights associated with the Software;
- (iii) permit any third party to use the Software other than as set out in clause 1.2(a);
- (iv) modify or remove any copyright or proprietary notices on the Software.

### **1.3 Links to other websites**

- (a) This Software may contain links to sites on the Internet owned and operated by third parties and which are not under our control.
- (b) In relation to the other sites on the Internet, which are linked to the Software, we:
  - (i) provide the links to other sites as a convenience to you and the existence of a link to other sites does not imply any endorsement by us of the contents of the linked site; and
  - (ii) is not responsible for the material contained on those linked sites.

### **1.4 Disclaimer**

- (a) We are making the Software available for others to publish information without assuming a duty of care to users. We are not in the business of providing professional advice and gives no warranty, guarantee or representation about the accuracy, reliability or timeliness or otherwise, of the information contained on the Software or linked sites on the Internet.
- (b) To the full extent permitted by law we disclaim any and all warranties, express or implied, regarding:
  - (i) the accuracy, reliability, timeliness or otherwise of any information contained or referred to on the Software or of any linked sites; and
  - (ii) merchantability or fitness for any particular purpose for any service or product contained or referred to on the Software or on any linked sites.
- (c) We will not be liable under any circumstances for any loss of profits or any damages of any kind recognised by law (even if it has been advised of the possibility of such loss of profits or damages) which are the consequence of you:
  - (i) acting, or failing to act, on any information contained on or referred to on the Software or any of the linked websites; and
  - (ii) using or acquiring, or your inability to use or acquire, any service or product contained or referred to on the Software or any linked sites.
- (d) We do not warrant, guarantee, or make any representation that:

- (i) the Software, or the server that makes the site available on the Internet are free of software viruses;
  - (ii) the functions contained in any software contained on the Software will operate uninterrupted or are error-free; and
  - (iii) errors and defects in the Software will be corrected.
- (e) We are not liable to you for:
- (i) errors or omissions in the Software, or linked sites on the Internet;
  - (ii) delays to, interruptions of or cessation of the services provided in the Software, or linked sites; and
  - (iii) defamatory, offensive, or illegal conduct of any user of the Software,
- whether caused through our negligence or the negligence of our employees, independent contractors or agents, or through any other cause.
- (f) You agree to accept the full cost of any necessary repair, correction and maintenance of any of your computer software or hardware, which may be necessary as a consequence of you accessing the Software.
- (g) The Software Owner disclaims any and all guarantees, undertakings and warranties, expressed or implied, and is not liable for any loss or damage whatsoever (including human or computer error, negligent or otherwise, or incidental or consequential loss or damage) arising out of, or in connection with, any use or reliance on the information contained within or arising from the Software. The user accepts sole responsibility, irrespective of the purpose for which such use or results are applied.

## 1.5 Limitation of liability

Clause 1.4 (disclaimer) may not apply to you in jurisdictions in which limitations on or exclusions of warranties or liabilities are not permitted by law. To the full extent permitted by law our liability for any implied warranty or condition is limited, at our choice, to one or more of the following:

- (a) if the breach of an implied warranty or condition relates to services:
  - (i) the supply of the services again; or
  - (ii) the payment of the cost of having the services supplied again; and
- (b) if the breach of an implied warranty or condition relates to goods:
  - (i) the replacement of the goods or the supply of equivalent goods;
  - (ii) the repair of such goods; or
  - (iii) the payment of the cost of replacing the goods or acquiring equivalent goods, or having the goods repaired.

## **1.6 Use of personal information gathered**

- (a) We and any people or legal entities authorised by us may gather and process the personal information:
  - (i) which you may provide when accessing the Software, such as your name, address, e-mail address and other personal information about you; and
  - (ii) regarding the way in which you use the Software including, without limitation, information acquired through the use of “cookies” delivered to your computer when you access our Software.
- (b) We may authorise others to offer you goods and services using the information acquired, as described in clause 1.6(a).
- (c) We will comply with the Australian Privacy legislation in respect to our collection, storage and use of your personal information. Please refer to our full privacy policy in clause 3 for details of how we collect, store and use your personal information.

## **1.7 Termination of access**

We may terminate your access to the Software at any time without giving any explanation or justification for the termination of access, and we have no liability for any costs, losses or damages of any kind arising as a consequence of terminating access to the Software.

## **2 Terms of use relating you uploading material or information to the Software**

---

### **2.1 Uploading information**

You represent and warrant in relation to any material or information you provide to the Software that:

- (a) you are authorised to provide the material or information;
- (b) the material or information is not defamatory or a malicious falsehood in relation to any product, service, person or corporation;
- (c) the material or information is not the “passing off” of any product or service and does not constitute unfair competition or infringe the rights of any person or corporation;
- (d) the material or information does not infringe any intellectual property right including, but not limited to, trademarks, service marks or business names (whether registered or unregistered), confidential information and copyright; and
- (e) the material or information does not infringe any legislation or regulations of the Commonwealth of Australia and the State of New South Wales including, but not limited to, the Competition and Consumer Act 2010 (Cth) and the Australian Consumer Law (ACL) and any other parliament competent to legislate in relation to the Software or any law in any country where the material or information is or will be available electronically to users of this Software.

## 2.2 Licence to use intellectual property

By uploading any material that is protected by intellectual property rights including, but not limited to, copyrighted works and material other than works, trademarks and service marks (Intellectual Property) on to the Software, you are granting us a perpetual, non-exclusive and payment-free licence throughout the world to:

- (a) reproduce, use and exploit the Intellectual Property, as part of the Software, to the full extent permitted by Intellectual Property law in any jurisdiction in which the Software is available to users; and
- (b) allow us to sub-licence others the same rights granted to us in clause 2.2(a) above.

## 2.3 Removal of information

In relation to any material or information included on the Software, we may remove any material or information, including but not limited to links to other sites on the Internet, at any time without giving any explanation or justification for removing the material or information.

## 2.4 Limit of liability

We and our respective officers, employees and agents have no liability for any costs, losses or damages of any kind, which you may incur, arising whether directly or indirectly. This applies:

- (a) in relation to or in connection with any material or information supplied in respect of advertising on this Software; and
- (b) as a consequence of removing any material or information from this Software.

## 2.5 Indemnity

You will at all times indemnify and keep indemnified us and our respective officers, employees and agents (**Those Indemnified**) from and against any loss (including reasonable legal costs and expenses) or liability incurred by any of Those Indemnified arising from any claim, demand, suit, action or proceeding by any person against any of Those Indemnified where such loss or liability arose out of, in connection with or in respect of:

- (a) any breach of these User License Agreement Terms and Conditions by you; and
- (b) publication of or distribution of the material or information supplied by you.

## 2.6 Use of personal information gathered

- (a) We and any people or legal entities authorised by us may gather and process the personal information:
  - (i) which you may provide when accessing the Software, such as your name, address, e-mail address and other personal information about you; and

- (ii) regarding the way in which you use the Software including, without limitation, information acquired through the use of “cookies” delivered to your computer when you access our Software.
- (b) We may authorise others to offer you goods and services using the information acquired, as described in clause 1.6(a).
- (c) We will comply with the Australian Privacy legislation in respect to our collection, storage and use of your personal information. Please refer to our full privacy policy in clause 3 for details of how we collect, store and use your personal information.

### **3 Intellectual Property Rights**

---

- (a) Nothing in this User License Agreement Terms and Conditions constitutes a transfer of any intellectual property rights, including all copyright, patents, trademarks, design rights, trade secrets, 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, and includes moral rights as that term is defined under the Copyright Act 1968 (Cth) and includes any similar rights existing in other countries (**Intellectual Property Rights**).
- (b) You:
  - (i) acknowledges that we own all Intellectual Property Rights in the Software; and
  - (ii) will not directly or indirectly do anything that would or might invalidate or put in dispute our title in the Software.
- (c) If any person makes any claim alleging that any of the Software (or use of the Software) infringes any Intellectual Property Rights of any person, you must:
  - (i) promptly notify us in writing;
  - (ii) not take any action in relation to the claim without our written consent; and
  - (iii) cooperate with, assist and act at all times in accordance with our reasonable instructions, in relation to the claim and any consequent investigations, negotiations, settlement and dispute resolution proceedings.

### **4 Privacy policy**

---

- (a) The Software is operated by Innovation Philosophy – I.P. Pty Ltd (ACN 652 243 484) who is referred to in this privacy policy as “we”, “us”, “our” and similar grammatical forms.
- (b) By using the Software or registering for an account with us, you are accepting the terms of this privacy policy, and you are consenting to our collection, use, disclosure, retention and protection of your personal information as described in this privacy policy.

- (c) We appreciate that your privacy is important to you, Innovation Philosophy – I.P. Pty Ltd (ACN 652 243 484) will continue to protect the personal information you provide us and we will manage your personal information in compliance with the Privacy Act 1988 (Cth) (**Privacy Act**) and the Australian Privacy Principles (**APPs**).
- (d) We will take all reasonable steps to ensure that all information we collect, use or disclose is accurate, complete, up-to-date and stored in a secure environment.

#### **4.1 When do we collect information?**

- (a) We do not automatically collect personal information from you, such as your name, address, phone number, email address or other personally identifiable information about you (personal information). We collect three categories of information when you use our Software:
  - (i) the personal information you voluntarily provide — that is, we collect personal information with your informed consent;
  - (ii) anonymous non-personal information about how you use our Software; and
  - (iii) “cookie” based information that makes your use of our Software easier by recording your preferences so that when you return to our Software the “cookie” re-loads that information.
- (b) For example, we will collect personal information from you when you register on our Software or survey or fill out a form related to any customer service feature operating on our Software.
- (c) When you become a subscriber to the Software you will need to provide certain details so that we can establish and manage your customer account.
- (d) When you log-into our Software using your Google or Facebook log-in (or use any other log-in connected to any other social media platform) you are allowing that social media platform to share your personal information with us (that is, your personal information related to your log-in with that social media platform, which may include your email address and other personal information).

#### **4.2 Why do we need to collect personal information?**

We collect personal information when you volunteer that information in order to receive a service from our Software. The personal information collected on our Software will be used to provide the services you have requested. Your personal information may be used in relation to any survey, promotional offer or any competition you may enter on our Software.

#### **4.3 What information do we collect?**

- (a) The type of information we collect from you will depend on what services on our Software that you use. The personal information we may collect includes your name, postal address, email address, telephone numbers and contact details and information for identification purposes.



- (b) General information about visits to our Software is collected by our computer servers, with small files “cookies” that our Softwares transfers to your computer’s hard drive through your Web browser (if you allow the delivery of “cookies”). The “cookies” are used to follow the pattern of movements of users by letting us know which website pages are visited, in what order and how often. The anonymous non-personal information that when collect and analyse in not personal information as described in the Privacy Act.

#### **4.4 Why do we use “cookies” and other web use tracking technologies?**

- (a) When you access our Software, small files containing a unique identification (ID) number may be downloaded by your web browser or computer device and stored in the cache of your computer. The purpose of sending these files with a unique ID number is so that our Software can recognise your computer when you next visit our Software. The “cookies” that are shared with your computer can’t be used to discover any personal information such as your name, address, or email address.
- (b) We can also log the internet protocol address (IP address) of visitors to our Software so that we can work out the countries in which the computers are located.
- (c) We collect information using “cookies” and other tracking technologies for the following reasons:
  - (i) to help us monitor the performance of our Software so that we can improve the operation of the Software and the services we offer;
  - (ii) to provide personalised services to each user of our Software to make their navigation through our Software easier and more rewarding to the user;
  - (iii) to sell advertising on the Software in order to meet some of the costs of operating the Software and improve the content on the Software; and
  - (iv) when we have permission from the user, to market the services we provide by sending emails that are personalised to what we understand are the interests of the user.
- (d) Even if you have given us permission to sent you emails, you can, at any time, decide not to receive further emails and will be able to “unsubscribe” from that service.
- (e) If you are unhappy about having a cookie sent to you, you can set your browser to refuse cookies or choose to have your computer warn you each time a cookie is being sent. However, if you turn your cookies off, some of our services may not function properly.

#### **4.5 How do we store your information?**

- (a) We use different technologies and procedures to help protect personal information from unauthorized access, loss, alternation, disclosure or use. Some of the safeguards we use are physical access controls, information firewalls and access authorisation controls to where your personal information is held in data centers.



We also use data encryption when personal information is transferred to and from our service providers. Our commitment to data security means:

- (i) we have procedures to limit access to personal information within our organisation;
- (ii) we use security measures and technologies within our organisation to protect your personal information; and
- (iii) we use service providers that can establish that they have secure controls relating to software security, access security and network security, including where credit card information is being transferred.

#### **4.6 What use do we make of your personal information?**

- (a) We may send you information and updates about any other product, service or information that we provide to our customers; in addition, we may send you occasional company news and information about other products and services or special promotional offers of our affiliated companies. If at any time you would like to stop receiving future commercial messages from us, we include detailed unsubscribe instructions at the bottom of each email.
- (b) We may also release your personal information when we believe release is appropriate to comply with the law, enforce our subscription agreements, Software policies and terms & conditions, or protect ours or others rights, property, or safety.

#### **4.7 How can I access the personal information that you collect?**

- (a) We are happy to provide you with details of personal information held about you. APP 12 allows you to get access to, and correct, the personal information we hold about you.
- (b) To access this information, you need to email or write to us using the contact details below.
- (c) APP 13 allows you to ask us to take reasonable steps to correct any personal information that is inaccurate, out of date, incomplete, irrelevant, or misleading.
- (d) If you believe that your personal information has been misused, you can inform us of your complaint by writing to our address and we will attempt to resolve the matter.

Innovation Philosophy – I.P. Pty Ltd (ACN 652 243 484) of Suite 3716, 903/50 Clarence Street, Sydney NSW 2000

Telephone: +610490422239

Email: [enquiries@i-p.com.au](mailto:enquiries@i-p.com.au)

- (e) If you are not satisfied with the outcome of your complaint, you may refer the matter to:

Office of the Australian Information Commissioner (OAIC).

Telephone: 1300 363 992.

Email: [enquiries@oaic.gov.au](mailto:enquiries@oaic.gov.au)

OAIC complaints page: <http://www.oaic.gov.au/privacy/privacy-complaints>

#### **4.8 Your consent**

By using our Software, you consent to this privacy policy.

#### **4.9 Changes to our privacy policy**

- (a) If we decide to change this privacy policy, we will post those changes on this page, and update the privacy policy modification date below.
- (b) This privacy policy was last modified on 20/10/2023.

### **5 General**

---

#### **5.1 Alteration**

We reserve the right to change these User License Agreement Terms and Conditions:

- (a) with or without further notice to you; and
- (b) without giving you any explanation or justification for such change.

#### **5.2 Third party links**

Our Software may include links to websites operated by third parties. We have no responsibility or liability for the content and activities of these linked websites. Nonetheless, we seek to protect the integrity of our Software and welcome any comment about linked websites.

#### **5.3 Intellectual property rights**

All logos, icons, brand names or service names that identify the owner and operator of this Software are our copyright property or our trademarks or service marks. All other trademarks or service marks on this Software are the property of their respective owners. You must obtain written permission before reusing any copyrighted material that is published on this Software. Any unauthorized use of the materials appearing on this Software may violate copyright, trademark and other property rights or legal protections and could result in criminal or civil penalties.

#### **5.4 Liability**

- (a) To the full extent permitted by law, we exclude all liability in respect of loss of data, interruption of business or any consequential or incidental damages.
- (b) To the full extent permitted by law, we exclude all representations, warranties, or terms (whether express or implied) other than those expressly set out in these User License Agreement Terms and Conditions.

- (c) Our total aggregate liability for all claims relating to these User License Agreement Terms and Conditions is limited to nil.
- (d) These User License Agreement Terms and Conditions are to be read subject to any legislation which prohibits or restricts the exclusion, restriction or modification of any implied warranties, conditions, guarantees or obligations.

## **5.5 Invalidity**

If any part of these User License Agreement Terms and Conditions are unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these User License Agreement Terms and Conditions will not be affected and all other clauses remain in full force and effect. So far as possible, where any clause/sub-clause or part of a clause/sub-clause can be severed to render the remaining part valid, the clause must be interpreted accordingly. Alternatively, you agree that the clause must be rectified and interpreted in such a way that closely resembles the original meaning of the clause/sub-clause as is permitted by law.

## **5.6 Relevant jurisdiction**

- (a) If any part of these User License Agreement Terms and Conditions are found to be void, unlawful, or unenforceable then that part will be deemed to be severable from the balance of these User License Agreement Terms and Conditions and the severed part will not affect the validity and enforceability of any remaining provisions.
- (b) These User License Agreement Terms and Conditions will be governed by and interpreted in accordance with the law of New South Wales, Australia, without giving effect to any principles of conflicts of laws.
- (c) You agree to the jurisdiction of the courts of New South Wales, Australia to determine any dispute arising out of these Terms of Access.