

Terms of Use

1. PLEASE READ THESE TERMS OF USE CAREFULLY

The following Terms of Use (hereinafter "**terms**" or "**agreement**"), which include and hereby incorporate the Privacy Policy are binding legal agreement between you and Revosoft Technologies PTY LTD a Australian company registered ABN 34 606 610 986 (hereinafter - "**we**" or "**REVOSOFT TECHNOLOGIES PTY LTD**") that govern your use of our mobile applications and other content, services and websites controlled by us (hereinafter - "**Apps**" and "**Services**").

By downloading, installing or using these Apps or accessing any of our Services, you AGREE to accept and be bound by the terms and conditions appearing in this document and you AGREE to us collecting and using information in the ways set out in our Privacy Policy.

2. YOUR PRIVACY

We only use any personal data we collect through your use of the App and the Services in the ways set out in our Privacy Policy http://www.revosoft.com.au/uploads/8/2/0/2/82026220/2015.10_revosoft_privacy_policy.pdf.

Please be aware that internet transmissions are never completely private or secure and that any message or information you send using the App or any Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

3. APPSTORE'S TERMS ALSO APPLY

The ways in which you can use the App may also be controlled by the corresponding app store's rules and policies and such app store's rules and policies will apply instead of these terms where there are differences between the two.

4. SUPPORT FOR THE APP AND HOW TO TELL US ABOUT PROBLEMS

Support. If you want to learn more about the App or the Service or have any problems using them please take a look at our support resources at www.revosoft.com.au or contact us at support@revosoft.com.au.

Contacting us (including with complaints). If you think the App or the Services are faulty or misdescribed or wish to contact us for any other reason please email our customer service team at support@revosoft.com.au.

How we will communicate with you. If we have to contact you we will do so by email using the contact details you have provided to us (if it was provided by you).

5. HOW YOU MAY USE THE APP, INCLUDING HOW MANY DEVICES YOU MAY USE IT ON

In return for your agreeing to comply with these terms you may:

- download or stream a copy of the App onto your devices and view, use and display the App and the Service on such devices for your personal purposes only. In addition you may share the App and the Service in accordance with the rules set out in Apple App Store Family Sharing or any other similar feature at other app stores.

6. YOU MAY NOT TRANSFER THE APP TO SOMEONE ELSE

We are giving you personally the right to use the App and the Service as set out above in section "HOW YOU MAY USE THE APP. Whilst you may have sharing rights as set out above, you may not otherwise transfer the App or the Service to someone else, whether for money, for anything else or for free. If you sell any device on which the App is installed, you must remove the App from it.

7. CHANGES TO THESE TERMS

We may need to change these terms to reflect changes in law or best practice or to deal with additional features which we introduce. We will give you at least 30 days notice of any change by sending you an email with details of the change or notifying you of a change when you next start the App.

If you do not accept the notified changes you will not be permitted to continue to use the App and the Service.

8. UPDATE TO THE APP AND CHANGES TO THE SERVICE

From time to time we may automatically update the App and change the Service to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively we may ask you to update the App for these reasons.

If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the App and the Services.

9. IF SOMEONE ELSE OWNS THE PHONE OR DEVICE YOU ARE USING

If you download or stream the App onto any phone or other device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these terms, whether or not you own the phone or other device.

10. WE MAY COLLECT TECHNICAL DATA ABOUT YOUR DEVICE

By using the App or any of the Services, you agree to us collecting and using technical information about the devices you use the App on and related software, hardware and peripherals to improve our products and to provide any Services to you.

11. WE MAY COLLECT LOCATION DATA (BUT YOU CAN TURN LOCATION SERVICES OFF)

Certain Services, will make use of location data sent from your devices. You can turn off this functionality at any time by turning off the location services settings for the App on the device. If you use these Services, you consent to us and our affiliates' and licensees' transmission, collection, retention, maintenance, processing and use of your location data and queries to provide and improve location-based and road traffic-based products and services. You may stop us collecting such data at any time by turning off the location services settings.

12. WE ARE NOT RESPONSIBLE FOR OTHER WEBSITES YOU LINK TO

The App or any Service may contain links to other independent websites which are not provided by us. Such independent sites are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any).

You will need to make your own independent judgement about whether to use any such independent sites, including whether to buy any products or services offered by them.

13. SECURITY:

Our Apps or Services like other consumer technologies, may not be 100% secure. By accepting these terms you acknowledge and accept that the Apps and any information you download or offer to share by means of our App, may be exposed to unauthorized access, interception, corruption, damage or misuse, and cannot be regarded as 100% secure. You accept all responsibility for such security risks and any damage resulting therefrom. Further, you are solely responsible for securing your mobile device from unauthorized access, including by such means as using complex password protection. You agree that we shall not be liable for any unauthorized access to your mobile device or the app data thereon.

14. REGISTRATION/PASSWORDS:

Most our Apps will not require a registration: however, some Apps may permit or require you to create an account to participate or access additional features or functionalities ("Registration"). If such Registration is required, it will be made known to you when you attempt to participate or access such additional features or functionalities. Any registration required by a third party partner is not governed by these terms and you should refer to the relevant third party partner's website for their policies.

15. LICENCE RESTRICTIONS

You agree that you will:

- except in the course of permitted sharing (see section HOW YOU MAY USE THE APP) not rent, lease, sub-license, loan, provide, or otherwise make available, the App or the Services in any form, in whole or in part to any person without prior written consent from us;
- not copy the App or Services, except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security;
- not translate, merge, adapt, vary, alter or modify, the whole or any part of the App or Services nor permit the App or the Services or any part of them to be combined with, or

become incorporated in, any other programs, except as necessary to use the App and the Services on devices as permitted in these terms;

- not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App or the Services nor attempt to do any such things, except to the extent that such actions cannot be prohibited because they are necessary to decompile the App to obtain the information necessary to create an independent program that can be operated with the App or with another program (**Permitted Objective**), and provided that the information obtained by you during such activities:

- is not disclosed or communicated without the Licensor's prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; and

- is not used to create any software that is substantially similar in its expression to the App;

- is kept secure; and

- is used only for the Permitted Objective;

- comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App or any Service.

16. ACCEPTABLE USE RESTRICTIONS

You must:

- not use the App or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App, any Service or any operating system;

- not infringe our intellectual property rights or those of any third party in relation to your use of the App or any Service, including by the submission of any material (to the extent that such use is not licensed by these terms);

- not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any Service;

- not use the App or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and

we do not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.

17. INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights in the App and the Services throughout the world belong to us (or our licensors) and the rights in the App and the Services are licensed (not sold) to you.

You have no intellectual property rights in, or to, the App or the Services other than the right to use them in accordance with these terms.

18. FEES AND PURCHASE TERMS

Certain areas of the App or Services may charge fees to purchase a license to access certain content or acquire certain virtual items or participate in activities. You can purchase such license by visiting the purchase page in one of our Apps or Services, providing your billing information, confirming the particulars of your purchase and re-affirming your agreement to these terms. You agree to pay all fees and applicable taxes incurred by you or anyone using an account registered to you. **YOU ACKNOWLEDGE THAT REVOSOFT TECHNOLOGIES IS NOT REQUIRED TO PROVIDE A REFUND FOR ANY REASON, AND THAT YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR UNUSED CONTENT, VIRTUAL ITEMS OR ACTIVITIES WHEN AN ACCOUNT IS CLOSED, WHETHER SUCH CLOSURE WAS VOLUNTARY OR INVOLUNTARY.** Such purchases are **FINAL AND NON-REFUNDABLE.**

If you choose to purchase an auto-recurring periodic subscription through an in-app purchase, your iTunes (or other corresponding app store) account will be billed continuously for the subscription until you cancel. After your initial subscription commitment period, and again after any subsequent subscription period, your subscription will automatically continue for an additional equivalent period, at the price you agreed to when subscribing and your account will be charged for renewal within 24-hours prior to the end of the current period. If you do not wish your subscription to renew automatically, or if you want to change or terminate your subscription, you will need to log in to your iTunes (or other corresponding app store) account and follow instructions to cancel your subscription, even if you have otherwise deleted your account with us or if you have deleted our App or Service from your device. Deleting your account or deleting the App or Service from your device does not cancel your subscription; we will retain all funds charged to your iTunes (or other corresponding app store) account until you cancel your subscription through your account.

We may, from time to time, modify, amend, or supplement its fee and billing methods, and post those changes in these terms or elsewhere within our App or Services. Such modifications, amendments or supplements shall be effective immediately upon posting. If any change is unacceptable to you, you may cancel your account at any time.

19. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

We are not liable for business losses. The App is for domestic and private use. If you use the App for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Limitations to the App and the Services. The App and the Services are provided for general information and entertainment purposes only. They do not offer advice on which you should

rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of information obtained from the App or the Service. Although we make reasonable efforts to update the information provided by the App and the Service, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.

Please back-up content and data used with the App. We recommend that you back up any content and data used in connection with the App, to protect yourself in case of problems with the App or the Service.

Check that the App and the Services are suitable for you. The App and the Services have not been developed to meet your individual requirements. Please check that the facilities and functions of the App and the Services (as described on the appstore site) meet your requirements.

We are not responsible for events outside our control. If our provision of the Services or support for the App or the Services is delayed by an event outside our control we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end your contract with us and receive a refund for any Services you have paid for but not received.

20. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE AND OUR AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE ACCURACY, ADEQUACY OR COMPLETENESS OF ANY OF THE INFORMATION CONTAINED IN OUR APPS OR CREATED BY THE SERVICES. THE MATERIALS, CONTENT IN OUR APPS AND SERVICES ARE PROVIDED TO YOU ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE NOR WITH RESPECT TO THE RESULTS WHICH MAY BE OBTAINED FROM THE USE OF SERVICES. WE MAKE NO WARRANTY THAT i) THE SERVICES WILL MEET YOUR REQUIREMENTS; ii) THE SERVICES WILL BE ERROR-FREE, SECURE, OR UNINTERRUPTED; iii) ANY ERRORS WILL BE CORRECTED; AND iv) THE QUALITY OF THE SERVICES WILL MEET YOUR EXPECTATIONS. ANY SERVICES DOWNLOADED OR OTHERWISE ACCESSED THROUGH THE USE OF OUR APPS OR SERVICES IS AT YOUR OWN DISCRETION AND RISK AND WE SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY ERRORS OR OMISSIONS NOR SHALL IT BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT OR INDIRECT, SPECIAL OR CONSEQUENTIAL, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR OUR SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS. IN NO EVENT SHALL OUR LIABILITY OR ANY OF OUR AFFILIATES PURSUANT TO ANY CAUSE OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE FEE PAID BY YOU FOR ACCESS TO SUCH SERVICES. FURTHERMORE, WE SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DELAYS OR FAILURES DUE TO CIRCUMSTANCES BEYOND THEIR CONTROL.

21. WE MAY END YOUR RIGHTS TO USE THE APP AND THE SERVICES IF YOU BREAK THESE TERMS

We may end your rights to use the App and Services at any time by contacting you if you have broken these terms in a serious way. If what you have done can be put right we will give you a reasonable opportunity to do so.

If we end your rights to use the App and Services:

- You must stop all activities authorised by these terms, including your use of the App and any Services.
- You must delete or remove the App from all devices in your possession and immediately destroy all copies of the App which you have and confirm to us that you have done this.
- We may remotely access your devices and remove the App from them and cease providing you with access to the Services.

22. WE MAY TRANSFER THIS AGREEMENT TO SOMEONE ELSE

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

23. YOU NEED OUR CONSENT TO TRANSFER YOUR RIGHTS TO SOMEONE ELSE

You may only transfer your rights or your obligations under these terms to another person if we agree in writing.

24. IF A COURT FINDS PART OF THIS CONTRACT ILLEGAL, THE REST WILL CONTINUE IN FORCE

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

25. EVEN IF WE DELAY IN ENFORCING THIS CONTRACT, WE CAN STILL ENFORCE IT LATER

Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

26. COPYRIGHT COMPLAINTS AND COPYRIGHT AGENT

If you are a copyright owner or an agent thereof and believe, in good faith, that any materials provided within Apps or on the Service infringe upon your copyrights, you may submit a

notification pursuant to the Digital Millennium Copyright Act (see 17 U.S.C 512) ("DMCA") by sending the following information in writing to Revosoft Technologies designated copyright agent at: support@revosoft.com.au.

The date of your notification;

A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

A description of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;

A description of the material that is claimed to be infringing or to be the subject of infringing activity and information sufficient to enable us to locate such work;

Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and/or email address;

A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Updated: December 6, 2018