

REAL COMMUNITY SERVICES EMPLOYEES GENERAL TERMS OF USE OF VIEB APPLICATION AND WEBSITE

Your access to the Vieb Applications and Website (Eli Creative Trust T/A Vieb – ABN 90 230 861 100) is conditional upon your acceptance and compliance with the terms, conditions, notices and disclaimers contained in this document (collectively known as Terms of Use). Please read them carefully before using our Applications and Website. Your use of, and/or access to, our Applications constitutes your agreement to the Terms of Use.

1. Definitions

In these Terms of Use the following words and phrases shall have the following meanings, unless the context otherwise requires:

Applications means our Web Application and Mobile Application;

Confidential Information means any information, whether recorded in writing or otherwise, in respect of the Applications, the Website, the Content and these Terms of Use;

Content means the information, advice, posts, comments, names, text, materials, graphics, logos, button icons, images, video and audio clips, trade marks (whether registered or not), advertisements, layout, arrangement, graphical user interface, look and feel, and control features of the Applications and Website;

Intellectual Property means all rights in, and in relation to, the Software comprised in:

- (a) source code;
- (b) copyright, design, Moral Rights and other like rights of authorship;
- (c) any patent and registrations and applications for registration thereof, patent disclosures and all rights in any inventive, innovative or unique device, substance, method or process whether patentable or not;
- (d) any trade marks, trade names, branding devices, domain names and registrations and applications for registration thereof (but excluding any registered business names);
- (e) any design or eligible layout and registrations and applications for registration thereof;
- (f) any other intellectual or industrial or other like right whether at common law or conferred by statute; and
- (g) rights to apply for registration, renewal or extension of those or like rights under a statute;

whether now or in the future throughout the world.

Linked Website means websites hosted by third parties;

Mobile Application means our application Software that runs on a mobile device such as a smartphone or tablet;

Moral Rights means:

- (a) a right of attribution of authorship;
- (b) a right not to have authorship falsely attributed;
- (c) a right of integrity of authorship; and/or
- (d) a right of a similar nature,

which is conferred by the *Copyright Act 1968* (Cth), or which exists or comes to exist anywhere in the world;

Software means any software which is required by, relevant to, or used in conjunction with the Website and Applications including but not limited to the software and app known respectively as Vieb and/or Viebe and all object and source codes, copyright, inventions, discoveries, novel designs whether or not registrable as designs or patents, including any invention of or development or improvements to equipment, technology, methods or techniques relating to such software;

Third Party Applications means an application owned or operated by a third party and includes without limitation web hosting services.

Us means Vieb and 'We' or 'Our' shall be interpreted accordingly;

Vieb means Eli Creative 132 545 914 as trustee for Telix Designs trading as Vieb A.B.N. 90 230 861 100;

Web Application means our Software application that runs on a web server and is access through a web browser with an active network connection;

Website means the website at the domain "www.vieb.com.au" which is owned and operated by us and includes the Software

You means the person or entity that accesses the Website and "Your" shall be interpreted accordingly.

2. Access

- 2.1 Your use of the Applications and the Website are by non-exclusive licence granted by Vieb strictly in accordance with these Terms of Use.
- 2.2 You acknowledge and agree with Us that You will not, as a result of being granted a non-exclusive licence, acquire any rights (including without limitation Intellectual Property Rights) in the Website or Applications other than the non-exclusive rights granted in accordance with these Terms of Use (if any).
- 2.3 Your use of the Website and Applications does not create a relationship of any sort between You and Us, including that of client and agent.

- 2.4 The Website and Applications are available only to, and may only be used by, individuals who can form legally binding contracts under their applicable law. Without limiting the foregoing, Our services are not available to and may not be used by persons under 18 years of age. If you do not qualify, please do not use our services.
- 2.5 In order to use this Website and Applications, You require the equipment and connections necessary to access the World Wide Web. You are responsible for:
- (a) the provision of any such connection or access to the World Wide Web;
 - (b) the payment of any fees associated with such connection or access (such as those charged by an internet service provider or other online service); and
 - (c) the provision of all equipment necessary for you to make any such connection to the World Wide Web, including a computer and a modem.
- 2.6 The Applications and the Website are controlled and operated by Vieb in conjunction with the licensors of the Software. We have used Our best endeavours to ensure that the Applications and Website complies with Australian laws, however, the Application and/or Website or any part of the Content may not be appropriate or available for use in locations outside Australia.
- 2.7 Vieb is not responsible for any delays or interruptions to the Applications or the Website where Third Party Applications are relied on.
- 2.8 We will use commercially reasonable efforts to minimise delays and interruptions in a timely manner. However, we cannot warrant that our Applications and Website will be available at all times or at any given time.
- 2.9 Vieb may at any time and without notice to you, discontinue our Applications or Website in whole or in part. However, we cannot be responsible for any loss, cost, damage or liability that may result from our discontinuance of the Website or our Applications.
- 2.10 By using our Applications and the Website you acknowledge and agree that internet transmissions are never completely private or secure and understand that any message or information you send to our Applications and the Website may be read or intercepted by others. Although we take reasonable steps to ensure security over your personal information, we do not guarantee the security of the Applications, the Website, our records of you, or your Personal Information. We disclaim all liability in this regard.
- 2.11 You acknowledge that Our Applications and the Website utilise Google analytics to track page interactions, stores your IP address, browser type and configuration. Our Applications and the Website may also use geolocation technology during applications from time to time according to your settings.

3. Use of Website and Applications

- 3.1 You must not use Our Applications and the Website for any purpose that is unlawful or prohibited by these Terms of Use.
- 3.2 In relation to the Applications and the Website, You must not:
- (a) use Our Applications or the Website for any activities or post or transmit, any information or materials which:
 - i) breach any laws or regulations;
 - ii) infringe a third party's rights; or
 - iii) are contrary to any relevant standard or codes;
 - (b) create liability for Us to cause Us to lose (in whole or in part) the services or custom of other users (including Our clients) or other suppliers;
 - (c) attempt to gain unauthorised access to Our Applications or Website or computer systems or networks connected to Our Applications or Website through any means;
 - (d) copy, collect, store, input, upload, post, disclose or transmit any personal information or data about others (except where otherwise permitted in the Privacy Policy or by Vieb);
 - (e) damage the credibility or integrity of Our Applications or Website or Vieb or dilute, tarnish, or otherwise harm our brand in any way;
 - (f) breach or violate any of Our policies;
 - (g) use Our Applications or Website to post or transmit any material which interferes with other users or defames, harasses, threatens, menaces, offends or restricts any person or which inhibits any user from using Our Applications or the Website or the internet;
 - (h) use Our Applications or the Website to send unsolicited email messages;
 - (i) modify, copy, reproduce, republish, upload, post, transmit or distribute in any way any material from Our Applications or the Website including code and software. This includes snapshots or photographs of information. To perform such acts represents a severe breach of privacy for which you may also be held criminally liable;
 - (j) download and store electronically, reproduce, transmit, display, copy, distribute or use any materials contained in Our Applications or on the Website unless specifically permitted by Us;
 - (k) sub-license, rent, lease, transfer or attempt to assign the rights in Our Application or the Website to any other person and any dealing in contravention of this sub-clause shall be ineffective;

- (l) in any way tamper with, hinder or modify Our Applications or the Website;
- (m) knowingly transmit any viruses or other disabling features to or via Our Applications or the Website including without limitation uploading, linking or embedding any files that contain Trojan horses, worms, time bombs, corrupted files or any other similar software or programs that may damage the operation of the Website or another's computer or property of another; or
- (n) use or allow any other person to use Our Applications or the Website except as permitted by these Terms of Use;
- (o) attempt any of the above acts or facilitate or assist another person to do any of the above acts;
- (p) collect, use or disclose or otherwise deal with any information accessed through our Applications or the Website in any way which is inconsistent with or in breach of our Privacy Policy, including without limitation using the information for purposes that are not permitted by the Privacy Policy. For example, you must not take screen shots or otherwise copy that information and directly or indirectly disclose/distribute it to any third party otherwise than in accordance with our Privacy Policies or directions.

3.3 If you are provided with any user name or password or any other account names, tokens or log in identifications to access any of the services provided in Our Applications or on the Website You:

- (a) must keep that information secure and confidential. You must to notify Us immediately of any unauthorised use of your username or password or any other breach of security;
- (b) warrant that under any circumstances You will not disclose or provide your logon information to third party and if you do not do so you are fully responsible for their misuse of this information; and
- (c) are solely responsible for maintaining the confidentiality of your account details and will be personally liable for all activities that happen under Your account, whether or not such activities were undertaken by the You or not.

3.4 The information you provide Vieb and Your use of Our Applications and Website must not:

- (a) be false, inaccurate or misleading;
- (b) be fraudulent or deceptive;
- (c) infringe any third party's privacy rights;
- (d) infringe any third party's copyright, patent, trademark, trade secret, intellectual property or other proprietary rights or rights of publicity or privacy;

- (e) violate any laws (including those governing privacy, consumer protection, unfair competition, criminal law, antidiscrimination or trade practices law);
- (f) be defamatory, trade libellous, unlawfully discriminatory, threatening or harassing.

3.5 Culture

- (a) In dealing with Vieb and other users using any of the functions of the Applications or Website, be polite and respectful. Do not be rude, insulting, offensive, deliberately argumentative or a bully.
- (b) If You wish to bring to Our attention any particular Content posted by another User or otherwise available in the Applications and on the Website, please contact Us.

3.6 System Integrity & User Conduct

- (a) You must not use the Applications or Website to:
 - i) impersonate or otherwise misrepresent Your identity or affiliation with any other person or entity;
 - ii) input, upload, post, disclose or transmit any material that is defamatory, obscene, indecent, lewd, pornographic, violent, abusive, insulting, threatening, harassing or misleading or deceptive;
 - iii) input, upload, post, disclose or transmit any material which is subject to Intellectual Property Rights of Us or any third party or breaches any duty of confidence or contractual obligation owed to Us or any third party;
 - iv) input, upload, post, disclose or transmit any material that is unlawful or violates any law;
 - v) send junk, obscene, indecent, offensive or threatening electronic mail or electronic mail in contravention of the *Spam Act 2003* to any person or company;
 - vi) falsify or delete any attributions, legends, or other proprietary designations of origin or source of any content of the Applications or the Website;
 - vii) conduct, display, or forward surveys, contests, pyramid schemes, or chain letters;
 - viii) interfere with or disrupt the Applications or the Website or servers or networks connected to the Applications or the Website, or disobey any requirements, procedures, policies, or regulations of networks connected to the Website;

- ix) commit forgery (or attempted forgery), harass any individual, or harm minors in any way;
 - x) collect, store, input, upload, post, disclose or transmit personal information or data about others, including, without limitation, tax file number information and email addresses; or
 - xi) breach the *Privacy Act 1988* as amended, or the Australian Privacy Principles;
 - xii) contravene or breach any applicable state, Commonwealth or international law, convention or regulation;
- (b) You acknowledge and agree that You must not:
- i) use the Applications or the Website for any purpose other than the purpose for which it was designed and intended;
 - ii) commit or permit any act which may interfere with the use of the Applications or the Website by any other user;
 - iii) tamper with, hinder the operation of or make unauthorised modifications to the Applications or the Website or any part thereof;
 - iv) damage or modify the Applications or the Website or any part thereof;
 - v) reverse engineer, decompile or disassemble the Applications or the Website or any part thereof;
 - vi) copy, republish, frame, download, transmit, rent, lease, loan, sell, distribute, licence or sublicense the Applications or the Website or any part thereof; or
 - vii) modify, alter, adapt, disassemble, reverse engineer, decompile or amend any content on the Applications or the Website or any part thereof in any way.
- (c) You must not without Our prior written consent of which shall be given, given with conditions or withheld at Our absolute discretion:
- i) affix or otherwise display Your name or logo or any other content on the Applications or the Website in a way that suggests a direct or indirect association with Us and/or any content provider to the Applications or the Website; or
 - ii) use another user's username or password.

4. Intellectual property

- 4.1 The Content, Applications and Website are protected by copyright laws and other Intellectual Property Rights. You acknowledge that We are the owner of these rights, with Our affiliates or other third party licensors, including the licensors of the Software. Any use without the approval of the Intellectual Property Rights owner will amount to infringement and may result in action being taken against You.
- 4.2 All product and company names and logos contained within the Website are the trade marks, service marks or trading names of their respective owners, including Us and our affiliates or other third party licensors.
- 4.3 Your use of our Applications and the Website does not grant you a licence or act as a right of use of any of the trademarks or logos, whether registered or unregistered, that are displayed on the Applications or the Website without the prior written permission of the trade mark owner.
- 4.4 You acknowledge and agree that no right, title or interest in any of the Intellectual Property Rights in the Content, Applications, or the Website is transferred or granted to You, other than the rights granted expressly by these Terms of Use (if any).

5. Confidentiality

- 5.1 Other than where:
 - (a) the Confidential Information is in the public domain, except as a consequence of a breach of this clause;
 - (b) expressly agreed by all parties in writing; or
 - (c) required by law;

You must at all times:

- (d) treat and keep the Confidential Information confidential;
 - (e) not use, or allow the use, of the Confidential Information by any third party;
 - (f) not disclose or allow the disclosure, of the Confidential Information or the fact of the disclosure of the Confidential Information to any third party.
- 5.2 In the event of a breach or threatened breach of the terms of this clause by You, We will, as between the parties, be entitled to an injunction restraining You from committing any breach of this clause without showing or proving actual damage sustained or likely to be sustained by Us.

6. Log information

6.1 When you use our services or view content provided by Google, we automatically collect and store certain information in server logs. This includes:

- (a) details of how you used our service, such as your search queries.
- (b) telephony log information like your phone number, calling-party number, forwarding numbers, time and date of calls, duration of calls, SMS routing information and types of calls.
- (c) Internet protocol address.
- (d) device event information such as crashes, system activity, hardware settings, browser type, browser language, the date and time of your request and referral URL.
- (e) cookies that may uniquely identify your browser. We use various technologies to collect and store information, and this may include using cookies or similar technologies to identify your browser or device.

7. Location information

When you use Vieb Applications, we may collect and process information about your actual location by utilising Google Analytics technology. We use various technologies to determine location, including IP address, GPS, and other sensors that may, for example, provide Vieb with information.

8. Unique application numbers

Certain services include a unique application number. This number and information about your installation (for example, the operating system type and application version number) may be identified when you install or uninstall that service or when that service periodically contacts our servers, such as for automatic updates.

9. Local storage

We may collect and store information (including personal information) locally on your device using mechanisms such as browser web storage (including HTML 5) and application data caches. For further information, please see our Privacy Policy.

10. Linked Websites

The Applications may contain hyperlinks and other pointers to Linked Websites. Vieb does not control Linked Websites and we are therefore not responsible for the content of any Linked Website or any hyperlink contained in a Linked Website. Vieb provides the ability to create hyperlinks for your convenience only and does not indicate, expressly or implicitly, any endorsement, sponsorship or approval by us of a Linked Website or the products or services offered at Linked Websites. You visit Linked Websites entirely at your own risk.

Vieb does not provide any warranty or take any responsibility for any aspect of Linked Websites or their content. You should make your own investigations with respect to the suitability of goods and/or services offered to you via a Linked Website.

11. Feedback

All comments, feedback, information or materials submitted to Vieb through, or in association with, Our Applications shall be considered non-confidential and Vieb's property. By submitting such comments, information, feedback, or materials to Vieb, you agree to at no charge, provide Vieb with a worldwide, royalty-free right to use, copy, modify, display and distribute the submissions. Vieb may use such comments, information or materials in any way it chooses on an unrestricted basis. You can also visit the Feedback and Complaints page on our website for more information.

12. Complaints

- 12.1 If you have a complaint or if there is anything we can help you with, please let us know. We value your feedback and appreciate the opportunity to follow up.
- 12.2 Once we receive your complaint, we may ask you to provide supporting evidence or documentation to aid us in our investigations. We aim to resolve most complaints with high priority. However, please note that some complaints may take longer to investigate, but we will keep you informed.
- 12.3 If, for any reason, you are not satisfied with the outcome of a complaint, or with our complaint handling process, please contact us and we will provide external and independent support for an effective resolution.
- 12.4 When seeking further escalation, please provide any additional details which you believe are important and that we might not have received previously. This will help to ensure a thorough review of the matter.
- 12.5 In the event, that your complaint is not resolved through our processes, you expressly agree that any dispute or claim relating in any way to your use of this Website or to any products, or services sold through our website will be solved by mediation or arbitration, rather than litigation.

13. Indemnity

By using the Website, you agree to indemnify and hold harmless Us and Our officers, directors, shareholders, employees, consultants, agents, and related bodies corporate from and against all losses, actions, claims, suits, demands, damages, liabilities, costs or expenses (whether in tort or in contract including and without limitation, negligence) and all third-party claims, liability, losses, damages, expenses and costs arising from any claim, demand, suit, action or proceeding by any person against any of those indemnified in relation to or arising out of or in any way connected to Your use of our Applications, Website or Your failure to comply with these Terms of Use, or from your violation of any applicable law or the access to the Application or Website by a third party, either with or without Your knowledge.

14. Disclaimer and Limitation of Liability

- 14.1 The Application and Website are provided by Us on an "as is" basis without any express or implied warranty of any kind.
- 14.2 The Applications and Website may contain inaccuracies or typographical errors.
- 14.3 The World Wide Web exists across open public networks that are neither secure nor private. Accordingly, You acknowledge and accept the risk that any communication to or from the Application or Website may be intercepted, used or modified by third parties.
- 14.4 We may change any of the material in the Application or on the Website at any time without notice.
- 14.5 We make no commitment to update any material on the Website.
- 14.6 You are responsible for assessing the reliability, accuracy, completeness, timeliness, suitability, quality, physical state or for a particular purpose of the material on or accessible through Our Applications or Website.
- 14.7 You accept all risks and responsibility for all loss, damage, costs and other consequences resulting from Your use of the Applications or the Website or the material on or accessible through the Applications and the Website.
- 14.8 Where the laws of any country or state in which these Terms of Use are effective implies into these Terms of Use any term, condition or warranty, and those laws avoid or prohibit provisions in a contract excluding or modifying them, then the term, condition or warranty shall be deemed to be included in these Terms and Conditions provided that the liability of Us, Our officers, directors, employees, agents and related bodies corporate for a breach of any such term, condition or warranty, including any economic or consequential loss which You may sustain shall be limited, at the option of Us, to the supply of the services again, or the payment of having the services resupplied.
- 14.9 You release Us and Our officers, directors, employees, agents or related bodies corporate from its liability for any loss or damage including without limitation, losses or damages for loss of profits, business interruption, loss of information, indirect, special, punitive or consequential losses or damages arising out of the use or inability to use or reliance on the material or information available on or accessible through Our Applications and the Website, even if We have been advised of the likelihood of such damages and whether or not caused by any negligent act or omission.
- 14.10 Without limiting this clause 14, You release us from any loss or damage (including indirect, special or consequential loss or damage) arising from the use of, or reliance on the Site, whether or not caused by any negligent act or omission including but not limited to:
 - (a) loss of use, data or profits on any theory of liability arising out of or in connection with the use of or the inability to use Our Applications or the Website;

- (b) Your reliance on Our Applications or the Website;
- (c) the statements or actions of any employee or agent of Us;
- (d) any unauthorised access to or alteration of Your transmissions or data;
- (e) any information that is sent or received or not sent or received;
- (f) any failure to store or loss of data or files or other content;
- (g) Your fraudulent, negligent or otherwise unlawful behaviour;
- (h) any delay or interruption of the Applications or the Website;
- (i) any loss incurred as a result of a third party obtaining Your access details (if applicable), either with or without Your knowledge;
- (j) any loss or damages in relation to the supply of services on or in relation to this Site and any advertisement placed on the Site or information made available on the Site.

15. Privacy

Information contained via our applications can be of a personal nature and in some instances allows identification of an individual. It includes information such as a person's name, address, and support needs (disability). As such, the Federal Privacy Act 1988. Australian Privacy Principles (APPs), contained in schedule 1 of the Privacy Act 1988 (Privacy Act), are applicable to your use. Your personal information will only be collected, used or disclosed in accordance with our Privacy Policy.

16. General

- 16.1 We may from time to time amend, update, or change the Website and Applications, including these Terms of Use, without prior notice. Although we may notify you of any amendment, revision or modification, it is your responsibility to periodically review the Terms of Use. You agree to be bound by such changes, modifications or revisions as made by Vieb from time to time.
- 16.2 The failure by Us to insist upon or enforce strict performance of any of these Terms of Use will not be construed as a waiver of any right or remedy of Us in respect of any existing or subsequent breach of these Terms of Use.
- 16.3 No waiver by a party of a provision of this Agreement is binding unless made in writing.
- 16.4 If any provision of the Terms of Use is found to be invalid or unenforceable, that provision shall be enforced to the maximum extent possible and will be deemed deleted to the extent that it is not enforceable, such invalidity or unenforceability will not affect the remainder of the Terms of Use, which will continue in full force and effect.
- 16.5 All rights not expressly granted in the Terms of Use are reserved.

- 16.6 The Terms of Use are governed by and construed in accordance with the laws of the State of Queensland, Australia. You irrevocably and unconditionally consent and submit to the non-exclusive jurisdiction and venue of the Courts of the State of Queensland and the Commonwealth of Australia for determining any cause of action relating to or arising under these Terms of Use.
- 16.7 The rights and remedies of a party to this Agreement are in addition to the rights or remedies conferred on the party at law or in equity.
- 16.1 The *contra proferentem* rule and other rules of construction will not apply to disadvantage a party whether that party put the clause forward, was responsible for drafting all or part of it or would otherwise benefit from it.