



Terms of Service

Welcome to the VIRT-REAL.IO – a platform built and owned by MOBIDDICTION PTY LTD (ACN 160 375 306) of Level 12, 22 Market Street, Sydney NSW an Australian Registered Company providing online platform product and services (Mobiddiction, We or Us).

*This document explains the terms which govern your use of our online, web and mobile platform services, website as well as any software provided by us, including our application programming interface (collectively, the **Services**).*

These terms apply to all visitors, users, members, clients and contributors who access the Services.

If you do not understand any of the below terms, please contact us before using the Services. You may not access or use any of the Services unless you agree to abide by all of the terms and conditions set out below and/or if you are below 18 years of age.

1. Our Customer

- 1.1. If you purchase a subscription or otherwise access the Services, or allow other users to access the Services through your subscription, you are our customer.
- 1.2. Where you are accessing, using or purchasing the Services on behalf of an entity, be it a corporation or a statutory body or otherwise (**Corporate Customer**), you represent that you have the requisite authority to access and use the Services.
- 1.3. Further to clause 1.2 above, where you are accessing, using or purchasing the Services on behalf of Corporate Customer, that entity is our customer. As our customer, the Corporate Customer can exercise its rights pursuant to these terms and can modify or re-assign roles in relation to the Services. If the Corporate Customer elects to replace you as the representative with authority in relation to the Services, we will provide you with notice following such election and you agree to take any actions reasonably requested by the Corporate Customer to facilitate the transfer of authority to a new representative.
- 1.4. You agree to and acknowledge your understanding of these terms.

2. Your Right to Use the Services

- 2.1. We grant you a non-exclusive, limited, non-transferable licence to use the Services in accordance with the terms and conditions set out in these terms.
- 2.2. The services are provided to you through an online platform. Individuals authorised by you to access the

Services (**Authorised Users**) may submit content or information to the Services (**Customer Data**). If the Customer Data belongs to a Corporate Customer, the Corporate Customer may exclusively provide us with instructions on what to do with it.

- 2.3. You may request we limit your Authorised Users' access to the Services, such that each individual Authorised User is only able to access certain aspects or modules of the Services.
- 2.4. We will not however, to the full extent permitted by law, review your and your Authorised Users' conduct and have no obligation to do so. We are not responsible for any Customer Data or the way you and/or your Authorised Users choose to use the Services to store or process any Customer Data.
- 2.5. You must not add any Customer Data to the Services:
 - a. unless you hold all necessary rights, licences and consents to do so;
 - b. that would cause you or us to breach any law, regulation, rule, code or other legal obligation;
 - c. that is or could reasonably be considered to be obscene, inappropriate, defamatory, disparaging, indecent, seditious, offensive, pornographic, threatening, abusive, liable to incite racial hatred, discriminatory, blasphemous, in breach of confidence or in breach of privacy;
 - d. that would bring us, or the Services into disrepute; or
 - e. that infringes the intellectual property or other rights of any person.
- 2.6. You must inform all of your Authorised Users of your policies and procedures relevant to their use of the

Services and of any settings that may impact the processing of Customer Data, and ensure that the transfer and processing of Customer Data under these terms is at all times lawful.

- 2.7. You are solely responsible for providing customer service and troubleshooting services to your Authorised Users, and any other end users, in connection to any goods and services you provide, including but not limited to issues relating to your use of the Services.
- 2.8. The Services may include the use of our application programming interface (**API**) in which case the grant of a licence is limited to:
 - a. Use of the package of API materials provided by us solely as necessary to make an application owned and operated by you interoperable with the Services on your website or inside your mobile applications (**Client Application**);
- 2.9. You acknowledge and agree that:
 - a. we retain complete editorial control over the Services and may alter, amend or cease the operation of the Services at any time in our sole discretion; provided that we will not modify the Services to diminish the features included in the version of the Services initially provided under this Agreement; and
 - b. the Services will not operate on a continuous basis, and may be unavailable from time to time (including for maintenance purposes or due to third party downtime).
- 2.10 Where we are required to perform maintenance, troubleshoot or otherwise assist you with any issues associated with the Services, you authorise and permit us to access your login to provide you with the requested technical assistance. You agree and warrant that where required, you have also obtained the authorisation and consent of your client for us to access your login to provide you with technical assistance.

3. Licence of Your Content to Us

- 3.1. By posting, publishing, uploading or distributing any Customer Data or data, information, links or other content for use with the Services (**Your Content**), you grant (or warrant that the owner of such content has expressly granted) us a perpetual, worldwide, royalty-free, irrevocable and non-exclusive licence, with the right to sublicense, use, modify, reproduce, publish, adapt, display and distribute Your Content in connection with your use of the Services.

4. Intellectual Property Rights

- 4.1. Nothing in these Terms constitutes a transfer of any intellectual property rights by us. You acknowledge and agree that, as between you and us, we own all intellectual property rights subsisting in the Services.
- 4.2. You may choose, or we may invite you to submit comments or ideas about the Services, including without limitation, beta services and features (**Ideas**). You agree that your submission of any Ideas is gratuitous and unsolicited and does not create any obligation for us, and that we are free to use the Ideas without any additional compensation to you and/or to disclose the Ideas on a non-confidential basis to others.
- 4.3. Further to clause 4.2 above, you acknowledge that by accepting your Ideas, we do not waive any rights to use similar or related ideas previously known to us or developed by your employees and/or subcontractors, or obtained from sources other than you.
- 4.4. We may make certain logos or marks (the **Marks**) available for use by you and others to identify Mobiddiction as the Services' provider. We may limit or revoke your right to use the Marks at any time.
- 4.5. You consent to any act or omission which would otherwise constitute an infringement of your moral rights, and if you add any content in which any third party has moral rights, you must also ensure that the third party also consents in the same manner.
- 4.6. The licence in clause 4.5 will survive any termination of these Terms.
- 4.7. You represent and warrant to us that you have all necessary rights to grant the licences and consents set out in clauses 4.2 and 4.3.

5. Paid Services

- 5.1. From time to time, we may choose to offer a free trial of the Services. The free trial may provide access to limited Services only (the **Trial**).
- 5.2. At the end of the Trial, if you wish to continue using the Services subject, you will be required to pay the applicable fees. If the applicable fees are not paid, we may terminate your access to the Services.
- 5.3. Certain aspects of the Services may be provided for a fee. If you elect to use paid Services, you agree to the pricing and payment as provided in connection with the Services (**Paid Services**).
- 5.4. Certain Services may be available for purchase through a subscription model, entitling you to access the Services for a specified period of time from the

date of purchase. We also offer add-on plans for certain Services which allow you to access additional services for a specified period of time.

- 5.5. It is an essential that you pay for any Paid Services you elect to purchase. Failure to pay for any Paid Services constitutes a fundamental breach of these terms.
- 5.6. You will be billed for your subscription in advance at the time of purchase.
- 5.7. All information that you provide in connection with a purchase or transaction in relation to the Services must be accurate, complete and current. You agree to pay all charges incurred by you as a result of your use of the Services at the prices in effect when such charges were incurred. You will pay any applicable taxes.

6. Security of Information

- 6.1. You acknowledge that no data transmission over the internet can be guaranteed as totally secure. Whilst we have taken precautions to protect such information, we do not warrant and cannot ensure the security of any information which you transmit to us. Accordingly, any information which you transmit to us is transmitted at your own risk.

7. Third Party Material

- 7.1. The Services may contain links to other websites and services, and make use of third-party libraries. We are not responsible for the content or privacy practises associated with links to third parties.
- 7.2. Our links to third parties should not be construed as an endorsement, approval or recommendation by us of the owners or operators of those linked web sites, or of any information, graphics, materials, products or services referred to or contained on those linked web sites, unless and to the extent stipulated to the contrary.
- 7.3. The Services may incorporate and otherwise make use of third-party materials, including but not limited to open source software, widgets and other relevant services to the extent the Services incorporate third party materials, you will be required to observe the third party's licensing terms.

8. Warranties

- 8.1. The Services are provided on an "as is" and "as available" basis. Use of the Services is at your own risk. To the maximum extent permitted by applicable law, the Services are provided without warranties of any kind, whether express or implied, including but not limited to, implied warranties of fitness for a

particular purpose, merchantability and/or non-infringement.

- 8.2. We and our related entities do not warrant that:
 - a. The Services comprise solely of new and original code;
 - b. The Services will meet your requirements;
 - c. The Services will be available at any particular time or location;
 - d. Any defects or errors will be corrected;
 - e. The Services are free of viruses or other harmful content. Any content downloaded or otherwise obtained through the service is downloaded at your own risk and you will be solely responsible for any damage to your computer system or mobile device or loss of data that results from such download or your use of the Services.

9. Indemnity

- 9.1. You agree to indemnify and hold harmless us and our subsidiaries, agents and employees from and against any and all claims, damages, losses, liabilities, costs or expenses (including but not limited to legal fees) arising out of:
 - a. Your use of and access to the Services, including any data or content transmitted or received by you;
 - b. Your breach of these terms;
 - c. Your breach of any third-party rights, including privacy and proprietary rights;
 - d. Your breach of any applicable law or regulation;
 - e. Any other party's access and use of the Services with your unique user name, password or other details.
- 9.2. Subject to clause 10, we agree to indemnify and hold harmless you from any against any and all claims, damages, losses, liabilities, costs or expenses arising out of our breach of this agreement.

10. Liability

- 10.1. 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.
- 10.2. 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 Terms.
- 10.3. These Terms 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. If such legislation applies, to the extent possible, we limit our liability in respect of any claim to, at our option:

- a. the supply of the services again; or
- b. the payment of the cost of having the services supplied again.

11. Termination

- 11.1. We reserve the right to discontinue any product, service or platform comprising a part of the Services due to any circumstances which render us unable to continue to provide the relevant Services, in which case we will provide you with reasonable notice prior to termination of the Services.
- 11.2. If we terminate this licence because of a breach of these terms, we will not refund any portion of your fees paid to us. Otherwise, if we terminate this license, we will refund the unused portion of your fees paid to us.
- 11.3. Further to clause 5.5 above, failure to pay for any Paid Services is a fundamental breach of these terms and may result in immediate termination of your access to the Services and this agreement.
- 11.4. Either party may give the other notice of non-renewal at least 30 days before the end of the subscription term to stop the subscriptions from automatically renewing. We believe customers should only pay for subscriptions that are actually used – upon receiving your cancellation notice, we will refund to you your unused subscription fees on a pro rata basis.

12. Privacy

- 12.1. We care about your privacy. By accessing or using the Services provided by Mobiddiction, you agree to be bound by these terms and to the collection and use of your information as set out in our privacy policy at <https://www.mobiddiction.com.au/privacy/> whether or not you are a registered user of the Services.
- 12.2. During the term of the Services, we may publicly identify you as a user of the Services and you may identify us publicly as the provider of the Services. If you do not want us to identify you, please contact us.

13. General

- 13.1. We reserve the right to update or amend these terms at any time. Any update to our terms will be sent for your review and acceptance.

- 13.2. You must not assign, sublicense or otherwise deal in any other way with any of your rights under these Terms.
- 13.3. If a provision of these Terms is invalid or unenforceable it is to be read down or severed to the extent necessary without affecting the validity or enforceability of the remaining provisions.
- 13.4. Each party must at its own expense do everything reasonably necessary to give full effect to this Agreement and the events contemplated by it.
- 13.5. This Agreement is governed by the laws of New South Wales, Australia, and each party submits to the jurisdiction of the courts of New South Wales.

By using the platform and our services you agree and understand these terms and have the authority to accept on behalf of the Corporation. We reserve the right to alter these terms of use and may ask you to review and accept when changes are made.