

Hutly Platform Terms of Use

These terms (“**Terms**”) are between you and Hutly Pty Ltd ACN 633 649 573 (“**Hutly**”, “**we**”, “**us**”, “**our**”). For the purposes of these Terms, “**you**” means you, the individual accessing or using the Platform and any other person or entity whom you are authorised to act on behalf of in entering into these Terms. These Terms govern your use of and access to our Platform.

You agree and acknowledge that we reserve the right to change these Terms at any time. We will provide notice of changes to these Terms on our website or via the Platform. By clicking “I Accept”, “I Agree” (or words of similar effect), or otherwise continuing to use the Platform after such notice has been posted, you are deemed to have accepted the changes to our Terms. None of those changes are intended to have a retrospective effect.

In these Terms:

- (a) Part A of these Terms apply to all Users;
- (b) Part B of these Terms only apply to Users registered under a Business Account or a Forms Provider Account; and
- (c) Part C of these Terms only apply to Users registered under a Forms Provider Account.

PART A – TERMS APPLICABLE TO ALL USERS

1. Interpretation and Definition

1.1 Definition

In these Terms, unless the context otherwise requires:

Account means an account to access and use the Platform, which may be a Personal Account (if using the Platform for non-commercial purposes) or a Business Account or Forms Provider Account (if using the Platform for commercial purposes).

App means any mobile application or interface in which the Platform is accessible as published by us from time to time.

Business Account means an account to access and use the Platform for commercial activities and engaging with customers or clients

Business Day means a day other than a Saturday, Sunday or a public holiday in Melbourne, Victoria.

Forms Provider means a Forms Provider Account holder.

Forms Provider Account means an account to access and use the Platform to upload, publish and offer Forms Provider Materials for subscription by other Users.

Forms Provider Materials means any digital forms, reports, contracts, agreements, documents or content and any associated software features and functionalities prepared or otherwise made available by Forms Providers for Users to subscribe to.

GDPR means the EU General Protection Data Regulation.

Intellectual Property Rights means any and all intellectual and commercial property rights throughout the world and shall include, without limitation, copyright, trade marks, designs, patents, knowhow and trade secrets, whether or not now existing and whether or not registered or registrable and includes applications for and any right to apply for the registration of such rights and includes all renewals and extensions.

Personal Account means an account to access and use the Platform for non-commercial purposes.

Personal Information has the meaning given to that term in the Privacy Act.

Platform means the online platform accessible via <https://www.hutly.com/>, <https://www.vicforms.com.au/> and <http://www.adlforms.com> and <http://www.adlsoftware.com.au/> or any other Forms Provider landing page that makes the online platform accessible (and includes any App by which we make the Platform available).

Privacy Act means the *Privacy Act 1988* (Cth).

Privacy Laws means any and all laws and regulations pertaining to the collection, storage, provision of access to and use of personal information or personal data that may have a bearing on the provision of such information by virtue of or relating to any Users use of the Platform, including, without limitation, the Privacy Act, the Australian Privacy Principles thereunder, GDPR (if applicable) and any other law or regulation in any territory that has such a bearing or application.

Privacy Policy means our privacy policy as updated from time to time, and available at <https://www.hutly.com/legal/privacy>.

Subscription means your subscription to access and use our Platform for commercial purposes.

Subscription Fee means the fees payable by you based on your Subscription Plan.

Subscription Plan means the various plans that you can subscribe for, which sets out the extent by which you can access and use our Platform for commercial purposes during your Subscription Term.

Subscription Term means the period of your Subscription.

User means the end user of our Platform.

User Content means any information, data, material, or media that is provided, uploaded, submitted, or generated by Users on the Platform.

1.2 Interpretation

In the interpretation and application of these Terms, the following rules apply unless the context otherwise requires:

- (a) words importing the singular shall include the plural and vice versa;
- (b) words importing a gender include all other genders;
- (c) the headings are used for convenience only and do not affect the interpretation of these Terms;
- (d) other grammatical forms of defined words or expressions have corresponding meanings;
- (e) a reference to a document includes the document as modified from time to time and any document replacing it;
- (f) a reference to a party is to a party to these Terms and includes the party's executors, administrators, successors and permitted assigns and substitutes;

- (g) if something is to be or may be done on a day that is not a Business Day then it must be done on the next Business Day;
- (h) the word "person" includes a natural person, partnership, body corporate, association, governmental or local authority, agency and any other body or entity whether incorporated or not;
- (i) the word "month" means calendar month and the word "year" means 12 months;
- (j) the words "in writing" include any communication sent by letter, facsimile transmission or email or any other form of communication capable of being read by the recipient;
- (k) a reference to a thing includes a part of that thing;
- (l) a reference to all or any part of a statute, rule, regulation or ordinance (statute) includes that statute as amended, consolidated, re-enacted or replaced from time to time;
- (m) wherever "include", "for example" or any form of those words or similar expressions is used, it must be construed as if it were followed by "(without being limited to)";
- (n) money amounts are stated in Australian currency unless otherwise specified;
- (o) a reference to time is to the time in Brisbane, Queensland, Australia; and
- (p) a reference to any agency or body, if that agency or body ceases to exist or is reconstituted, renamed or replaced or has its powers or functions removed (defunct body), means the agency or body that performs most closely the functions of the defunct body.

2. **Registration and Account**

- 2.1 To access and use the Platform, you must register an Account with us. By registering an Account with us, you represent and warrant that:
 - (a) you are of legal age and capacity;
 - (b) if you represent a person or entity, you are authorised to act on behalf of the person or entity; and
 - (c) you agree to be bound by these Terms.
- 2.2 You must provide us with accurate, current and complete information when registering an Account with us and must notify us as soon as possible after any of the information provided to us changes or becomes inaccurate, incomplete or misleading.
- 2.3 You are responsible for maintaining the confidentiality of your Account login information and are fully responsible for all activities that occur under your Account (and any sub-accounts for your Users, if applicable). You agree to immediately notify us of any unauthorised use, or suspected unauthorised use of your Account (and any sub-accounts for your Users, if applicable) or any other breach of security. We cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.
- 2.4 We do not endorse, certify or guarantee the accuracy of any User's account details, and we do not assume any responsibility for the confirmation or verification of any User's identity, background, or authority. You should always exercise due diligence and care when deciding whether to communicate and interact with other Users.

2.5 Notwithstanding the above, for transparency and fraud prevention purposes and as permitted by applicable laws, you consent to us performing any identification checks or verification measures including through third party service providers for the purposes of identifying you (and your business, if applicable) and ensuring your compliance with these Terms.

3. **Platform**

3.1 Subject to your compliance with these Terms and your Subscription (if you are using our Platform for commercial reasons), we grant you a non-transferable, non-exclusive, revocable, limited and personal licence to use and access the Platform.

3.2 Except as expressly permitted by these Terms, you must not do or permit anything to be done in respect of the Platform. Without limiting the preceding sentence, you must not:

- (a) access and use the Platform for commercial purposes with a Personal Account;
- (b) sell, rent, lease, sub-license or transfer or distribute any copies of the Platform to, or permit the use of the Platform by, persons other than yourself or your authorised Users (if your Subscription Plan permits you to have multiple Users under your Account);
- (c) reproduce, modify or adapt the Platform or create any derivative works based on the Platform or any its content;
- (d) de-compile, disassemble or otherwise reverse engineer the Platform or permit any third party to do so;
- (e) modify or remove any copyright or proprietary notices or making on or in relation to the Platform;
- (f) directly or indirectly do anything that would or might invalidate or put into dispute our title in and to the Platform;
- (g) use the Platform for the purpose of building a product or service that is similar to or competitive with the Platform; or
- (h) allow unauthorised third parties to access the Platform.

3.3 You agree not to make or permit any use of the Platform in a way which is unacceptable. Without limitation, use is unacceptable if:

- (a) it involves anything which is false, defamatory, harassing or obscene;
- (b) it involves sending of unsolicited electronic messages contrary to spam legislations. This includes, but is not limited to, unsolicited advertising, promotional materials, or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures;
- (c) it would involve the contravention of any person's rights, including Intellectual Property Rights or rights under Privacy Laws;
- (d) it may offend any laws;
- (e) it may damage or tamper with the operation of the Platform;
- (f) it may bypass (or attempt to bypass) any security mechanisms associated with the Platform; or

- (g) it may introduce a virus, worm, trojan horse, malware, spyware, disabling or malicious device or code, time bomb, or any other software or hardware or configuration that may cause harm or change to the Platform.
- 3.4 You agree and acknowledge that unless otherwise expressly stated we are not a party to and we bear no responsibility in relation to any agreements or arrangements that you enter into with other Users (including Forms Providers and third parties) on or through the Platform.
- 3.5 Information contained in the Platform is obtained and developed from a variety of sources including but not limited to collaborations with third parties and information provided by third parties under licence. Inclusion of such content on the Platform is not an endorsement of any organisation, product, service or advice.
4. **Third Party Providers**
- 4.1 We permit Forms Providers to license their Forms Provider Materials on the Platform at prices determined by them.
- 4.2 By subscribing to, downloading or using any Forms Provider Materials, you acknowledge that you have read, understood and agree to abide by any terms and conditions (including the payment of any applicable fee) imposed by the relevant Forms Provider.
- 4.3 We do not verify or endorse the accuracy, completeness, or legality of any Forms Provider Materials. The use of any Forms Provider Material is entirely at your own risk. We are not responsible for and you must indemnify us from any consequences resulting from your use, interpretation, or reliance on any Forms Provider Materials. It is your responsibility to review the Forms Provider Materials to ensure they meet your specific requirements.
- 4.4 We may, from time to time, permit the integration or interoperability of certain third-party application programming interfaces (“**API**”) with our Platform. Your use of such third-party APIs is subject to any additional terms and conditions imposed by the respective API providers, which you are responsible for complying with.
- 4.5 We strive to integrate reliable third-party APIs with our Platform, but we do not guarantee the accuracy, availability, or performance of these APIs. Your use of any such third-party APIs on our Platform is at your own risk. We are not liable for any losses, damages, or costs arising from your use of any third-party APIs on our Platform, including but not limited to data breaches, service interruptions, or inaccurate data.
- 4.6 We reserve the right to modify, suspend, or terminate the integration of any third-party APIs with our Platform at any time and without prior notice.
- 4.7 If any third-party API provider makes significant changes or discontinues their service, we may need to adjust or remove the related service or functionality from our Platform.
- 4.8 When you use third-party APIs that are integrated with our Platform, you permit us to share your information with the third-party API providers so they can provide the relevant service or functionality. You also consent to the relevant third-party API provider relying upon any agreements, representations and warranties you have provided under these Terms who may enforce those provisions against you, as applicable and as the circumstances or context may require.
- 4.9 The Platform may contain hyperlinks or references to third-party materials, websites, resources, products, or services (“**Third Party Services**”). Any such hyperlinks or references are provided for your convenience only.
- 4.10 You acknowledge and agree that we provide access to such Third Party Services “as is” and “as available” without any warranties, representations, or conditions of any kind and without any endorsement. We do not warrant and we do not accept any liability or responsibility arising from or relating to any Third Party Services.

4.11 You agree and acknowledge that any agreement, arrangement or understanding that you enter into with the providers of such Third Party Services is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which such items are provided by the relevant third-party provider(s).

5. **Living Contract**

5.1 One of the features of the Platform is the 'living contract' ("**Living Contract**"), which is a software application that utilizes blockchain technology to facilitate and record digital transactions, interactions, payments, processes and other events between Users on the Platform.

5.2 By entering into a Living Contract with another User, you:

- (a) agree that a Living Contract constitutes a legally binding agreement between you and the relevant User in accordance with the terms set out in the Living Contract;
- (b) agree that, unless otherwise expressly stated, Hutly is not a party to any Living Contract and does not exercise any control or assume any responsibility over any content in the Living Contract or any arrangements or outcomes between the parties to the Living Contract; and
- (c) agree to indemnify and hold us harmless from any claims, liabilities, losses, or expenses arising from any agreement with another User, including any breach of the Living Contract or violation of these Terms.

5.3 We may collect certain information about you and the transactions on the Living Contract using automated means, such as via APIs, cookies and web beacons. You agree to our use of, and receipt of information from, any such means or tracker functionality.

5.4 All transactions or interactions relating to a Living Contract must occur via the Platform. This includes but is not limited to:

- (a) paying all amounts payable to another User as required under a Living Contract; and
- (b) ensuring that all communications and notices relating to a Living Contract are conducted through the Platform.

5.5 We are not able to record or verify any transaction or interaction with other Users on a Living Contract if they occur outside of the Platform.

6. **User Content**

6.1 You are solely responsible for your use of the Platform and for any User Content you post or upload to the Platform. You must only provide User Content that you are comfortable sharing with others.

6.2 You retain all Intellectual Property Rights in the User Content that you upload to the Platform. By uploading the User Content to the Platform, you grant Hutly a perpetual, non-exclusive, royalty free, irrevocable, transferable and worldwide licence (including the right to sub-license), to use, adapt, copy, communicate, reproduce, modify, display, exploit, publish, re-distribute, broadcast, transmit, create derivative works from and incorporate in other works, the User Content, at any time in the future in any form and for any purpose.

6.3 You consent to your User Content being altered, edited or adapted by us for any reason including to ensure your User Content does not infringe these Terms. To the extent that you have any moral rights (pursuant to *the Copyright Act 1968* (Cth)) in the User Content, you provide us with an irrevocable and unconditional consent in favour of us, our successors, assignees, licensees and any other person authorised by any of them to use, modify or deal with your User Content to:

- (a) perform, exhibit, reproduce, adapt and communicate any part of your User Content in any medium and anywhere in the world without attributing you or any other person as an author of or contributor to that User Content;
- (b) delete or adapt or change any of your User Content in any way, including by addition to or subtraction from your User Content; or
- (c) combine or juxtapose your User Content with anything else.

6.4 You acknowledge and agree that:

- (a) we have no responsibility or liability for the deletion or failure to store any User Content or other data uploaded or provided by you or any other User on the Platform;
- (b) we do not guarantee any confidentiality with respect to any User Content or other data uploaded or provided by you or any other User on the Platform; and
- (c) we are not responsible for any User Content or other data uploaded or provided by you or any other User on the Platform, nor are we under any obligation to monitor, move, remove, block, modify, edit, refuse to upload or disable access to it. Nevertheless, we reserve the right to monitor, move, remove, block, modify, edit, refuse to upload or disable access to User Content which we consider, in our sole discretion, to breach any law or these Terms or to be otherwise reasonably unacceptable to us, including to protect the safety, security and operability of the Platform or to protect the rights, property or safety of Hutly, its related entities and all other Users.

6.5 You represent and warrant that:

- (a) you own the User Content or have the necessary licences, rights, consents and permissions to publish the User Content you upload on the Platform and to grant us the licence under clause 6.2;
- (b) the User Content uploaded by you will not infringe the Intellectual Property Rights of any third party; and
- (c) you will not upload User Content that will cause you to breach these Terms.

6.6 You acknowledge and agree that we are under no obligation to take legal action in relation to commencing, defending, enforcing, settling or compromising (as appropriate) any infringement, claim or action relating to your Intellectual Property Rights in User Content.

6.7 You agree and acknowledge that Hutly may from time to time transfer, assign or disclose to a third party, any information related to your User Content, or any Living Contracts to which you are party to. To the extent that any such information being transferred, assigned or disclosed includes personal information, Hutly will comply with its Privacy Policy in such transfer or assignment.

7. **Access and Communication**

7.1 We use reasonable care and skill to keep the Platform operational and available, but we will not be liable if the Platform is unavailable to you due to computer downtime attributable to malfunctions, upgrades, preventative or remedial maintenance activities, interruption in telecommunications supply or otherwise.

7.2 We do not guarantee the delivery or security of communications over the internet as such communications rely on third party service providers, and electronic communication (including electronic mail) is vulnerable to interception by third parties.

7.3 We do not control communications, networks, or services used on the Platform or the internet and shall not be held responsible for any direct or indirect losses incurred, whether due to congestion, technical malfunction, viruses or otherwise.

7.4 While we take reasonable precautions to protect information transmitted via the Platform, we cannot and do not guarantee the security or confidentiality of these communications or the security of the Platform.

8. **Intellectual Property**

8.1 You acknowledge that all rights, title and interest, including all Intellectual Property Rights, in the Platform and its component parts, including the App, are the sole and exclusive property of Hutly and its licensors. You must not engage in any conduct or use of the Platform in any manner that infringes our or our licensor's Intellectual Property Rights or which is contrary to these Terms.

8.2 The Platform may display trade marks, logos and trade names of Hutly, Hutly's related entities or third parties which may be registered, unregistered or otherwise protected by law. Unless prior written consent from the relevant party has first been obtained, you are not permitted to use any trade marks, logos or trade names appearing on the Platform.

9. **Personal Information**

9.1 Our Privacy Policy sets out how we will treat any Personal Information we collect from you.

9.2 It is your responsibility to check for updates to the Privacy Policy. You agree that you have read and understood our Privacy Policy and consent to your Personal Information being collected, used, disclosed and stored in accordance with that policy.

9.3 You declare that you are authorised to provide the Personal Information supplied to us in and have obtained any necessary consents to provide us with that information.

10. **Warranties, Consumer Guarantees and Limitation of Liability**

10.1 To the maximum extent permitted by law:

- (a) our Platform is provided on an "as is" and "as available" basis. Unless expressly stated to the contrary in these Terms or otherwise required by law, we exclude all representations, warranties and guarantees, whether express or implied, by statute, trade or otherwise, including but not limited to, warranties of merchantability, fitness for a particular purpose, or non-infringement;
- (b) we are not liable under or in connection with these Terms for any actual, incidental, contingent, punitive, special or consequential damages or loss of money, goodwill or reputation arising directly or indirectly from or out of the use of our Platform by you or any third party (including through our negligence); and
- (c) we exclude liability in respect of:
 - (i) any errors, defects or interruption to the Platform;
 - (ii) any unauthorised access to or use of our Platform; and
 - (iii) any bugs, viruses, trojan horses or other harmful code which may be transmitted to or through our Platform.

10.2 Nothing in these Terms excludes, restricts or modifies any consumer guarantee, right or remedy conferred on by the Australian Consumer Law being Schedule 2 to the *Competition and Consumer Act 2010* (Cth) or any other applicable law that cannot be excluded, restricted or modified by agreement.

- 10.3 To the maximum extent permitted by law, our liability for a breach of a non-excludable guarantee referred to in the above clause is limited at our option to:
- (a) in the case of goods, replacement or repair of the goods or payment of the cost of replacing or repairing the goods; or
 - (b) in the case of services, resupply of the services or payment of the cost of resupplying the services.
- 10.4 In any case, you acknowledge and agree that to the extent permitted by law our maximum liability for any and all claims arising under or in relation to these Terms will not exceed, in the aggregate, an amount equal to the Subscription Fee paid by you to us (if any such Subscription Fees are payable) in the 12 month period before the claim, and our liability is reduced to the extent that you caused or contributed to the loss.

11. **Indemnity**

- 11.1 To the extent permitted by law, you agree and acknowledge that you will fully indemnify us in respect of all loss, damages, costs, expenses (including legal fees on a full indemnity basis), fines, penalties, claims, demands and proceedings howsoever arising, whether at common law (including negligence) or under statute, in connection with:
- (a) any breach of these Terms by you or your Users;
 - (b) any wilful, unlawful or negligent act or omission by you or your authorised Users;
 - (c) any use of or reliance on any Forms Provider Materials by you or your Users; and
 - (d) any agreement, arrangement or understanding (including through a Living Contract) that you enter into with other Users or third parties via the Platform.
- 11.2 Unless these Terms expressly provide otherwise:
- (a) each indemnity in these Terms survives the expiry or termination of these Terms; and
 - (b) a party may recover a payment under an indemnity in these Terms before it makes the payment in respect of which the indemnity is given.

12. **Force majeure**

Neither party shall be liable for any delay in the performance of its obligations under these Terms if the delay is caused by circumstances (such as "force majeure") beyond their reasonable control.

13. **Termination**

- 13.1 We may, at our election, suspend, terminate or restrict your access (to the Platform or any feature of the Platform):
- (a) where you have breached any of these Terms and such breach is not remedied within 14 days' written notice from us to do so, or the breach is not capable of remedy; or
 - (b) immediately without prior notice, if we believe it is reasonably necessary to protect our legitimate business interests and to comply with any applicable law.
- 13.2 You may terminate your Account and these Terms at any time:

- (a) where we have breached any of these Terms and such breach is not remedied within 14 days' notice from you to do so, or the breach is not capable of remedy; or
- (b) for any other reason, by following the account closure process as outlined on our website or the Platform. Alternatively, you may contact us to initiate the Account termination process.

13.3 Termination of your Account or these Terms for any reason does not terminate any ongoing Living Contracts that you have entered into prior to the date of termination. Hutly permits you to use the Platform solely for all communications, requests and matters arising out of an ongoing Living Contract from the date of termination of your Account or these Terms until the expiry or termination of the Living Contract, and these Terms will continue to apply to such use.

13.4 This clause 13 and any provision of these Terms which is expressly or by implication intended to come into force or continue on or after termination will survive termination.

14. **Hutly App**

14.1 If you download the App through the Apple App Store and/or the Google Play Market, in addition to the terms set out here, your use of the App is also subject to:

- (a) Apple's End User License Agreement available at: <https://www.apple.com/legal/internet-services/itunes/dev/stdeula/>; and/or
- (b) Google Play's Terms of Service available at: <https://play.google.com/about/play-terms/index.html>

14.2 **Minimum Terms Required by Apple**

- (a) If you have obtained the App via Apple's App Store, this clause 14.2 applies.
- (b) You acknowledge and agree that:
 - (i) these Terms are concluded between you and Hutly, and not you and Apple, Inc. ("**Apple**");
 - (ii) Hutly and its licensors, and not Apple, is solely responsible for the App;
 - (iii) your licence to use the App is subject to Apple's Usage Rules set out in the App Store Terms and Conditions which can be found at <https://www.apple.com/au/legal/internet-services/itunes/au/terms.html>
 - (iv) Apple has no responsibility whatsoever to furnish any maintenance and support services with respect to the App;
 - (v) in the event of any failure of the App to conform to any applicable warranty, you may notify Apple and Apple will refund the purchase price you paid for the App;
 - (vi) to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App;
 - (vii) Apple is not responsible for any claims that you have arising out of your use of the App;
 - (viii) Apple will have no responsibility whatsoever for the investigation, defence, settlement or discharge of any third party claim that the App infringes that third party's Intellectual Property Rights; and

- (ix) Apple and its subsidiaries are third party beneficiaries of these Terms and, upon your acceptance of the 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.
- (c) You represent and warrant that:
 - (i) you are not located in a country that is subject to a US Government embargo, or that has been designated by the US Government as a “terrorist supporting” country; and
 - (ii) you are not listed on any US Government list of prohibited or restricted parties.

14.3 **Minimum Terms required by Google**

By downloading the App from Google Play (or its successors) operated by Google, Inc. or one of its affiliates (“**Google**”), you specifically acknowledge and agree that:

- (a) to the extent of any conflict between:
 - (i) the Google Play Terms of Services and the Google Play Business and Program Policies or such other terms which Google designates as the default end user licence terms for Google Play (collectively referred to as the “**Google Play Terms**”); and
 - (ii) the other terms and conditions in these Terms,

the Google Play Terms shall apply with respect to your use of the App that you download from Google Play, and
- (b) you hereby acknowledge that Google does not have any responsibility or liability related to compliance or non-compliance by Hutly or you (or any other User) under these Terms or the Google Play Terms.

14.4 The App is enabled to allow us to use push notifications to send messages to you. During installation of the App on your mobile device, the App will ask you whether you would like it to send you push notifications. If you choose to receive push notifications, the App will generate push notifications on your mobile device. You may at any time choose to stop receiving push notifications by deactivating the push notifications in the settings on your mobile device.

14.5 You acknowledge and agree that by using the App you may incur charges from your usage of data over the internet and that any such charges will be your sole responsibility.

15. **General**

15.1 These Terms contains the entire understanding between the parties concerning the subject matter of these terms and supersedes all prior communications between the parties.

15.2 These Terms are not to be construed to the disadvantage of a party because that party was responsible for its preparation.

15.3 Our failure to take action with respect to any breach by you or others does not waive our rights to take action with respect to subsequent or similar breaches.

15.4 If any part of these Terms is found to be void, unlawful or unenforceable then that part will be deemed severed from the remainder of these Terms and will not affect the validity of the remaining provisions.

15.5 You may not assign your rights or delegate your duties under these Terms without our prior written consent.

15.6 In the event that we merge, sell or otherwise change control of our business or company, we reserve the right and you hereby consent to us transferring, assigning or sublicensing any of our rights and obligations under these Terms.

16. **Communication and Notice**

You agree to receive all communications, agreements, and notices that we provide in connection with the Platform ("**Communications**"), including, but not limited to, Communications related to our delivery of the Platform and your access to, use of or subscription to the Platform, via electronic means, including by e-mail, text, in-app notifications, or by posting them on the Platform or our website. You agree that all Communications we provide to you electronically satisfy any legal requirement that such Communications be in writing or be delivered in a particular manner.

17. **Governing Law and jurisdiction**

These Terms are governed by and must be construed in accordance with the laws in force in the State of Queensland, Australia. The parties submit to the exclusive jurisdiction of the courts of that State and the Commonwealth of Australia in respect of all matters arising out of or relating to these Terms, its performance or subject matter.

PART B – ADDITIONAL TERMS APPLICABLE TO USERS UNDER A BUSINESS ACCOUNT OR FORMS PROVIDER ACCOUNT

18. **Subscription**

18.1 if you are accessing or using the Platform for commercial purposes, you must register a Business Account or a Forms Provider Account.

18.2 You must pay the Subscription Fees applicable to your Subscription Plan and type of Account at the rates applicable at the beginning of your Subscription Term.

18.3 If your Subscription Plan provides for multiple Users, you must appoint an account administrator to manage your Subscription and your Users, including without limitation, configuring administration settings, authorising Users, upgrading or downgrading your Subscription Plan and accepting notices, disclosures and terms and conditions.

18.4 Unless your Subscription Plan allows for it (or we have otherwise consented in writing), the sharing of one User account by more than one person is not permitted. You must supervise, control and accept all responsibility for the use of our Platform by your Users and ensure that your Users are made aware of these Terms when using our Platform.

18.5 Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under or in accordance with these Terms are exclusive of goods and service tax ("**GST**"). If GST is imposed on any supply made under or in accordance with these Terms which is not expressed to be inclusive of GST, then you, being the recipient of the taxable supply, must pay to us, being the party making the taxable supply, an amount equal to the GST payable on or for the taxable supply.

18.6 Your Subscription Term will start when we confirm receipt of your payment and will automatically renew for successive periods of equivalent duration to the immediately preceding Subscription Term unless either you or we cancel or terminate your Subscription prior to the expiry of the current Subscription Term.

18.7 If you do not wish for your Subscription to renew in accordance with clause 18.6, you must provide us with a notice of cancellation in writing or through another method we reasonably designate in advance. Terminating your Subscription means that you will not be charged for

the next billing cycle, but (unless we are required to provide a refund because we are in breach of these Terms and such breach cannot be remedied) you will not receive any refunds or credits for amounts that have already been charged. All renewals will be charged at the then current rates.

- 18.8 During a Subscription Term, you may upgrade your existing Subscription by either:
- (a) upgrading your Subscription Plan to access additional features or obtain additional licenses, sites, or to add Users; or
 - (b) upgrading to a longer Subscription Term (collectively, "**Subscription Upgrades**").
- 18.9 We will charge you for any Subscription Upgrades at our then current rates, prorated for the remainder of the then current Subscription Term.
- 18.10 If you request to downgrade your Subscription Plan (for example by removing additional features, reducing number of Users and/or shortening Subscription Term) (and we accept the same) the change will only take effect after your current Subscription Term ends.
- 18.11 If we do not receive payment authorisation or any authorisation is subsequently cancelled, we may immediately terminate or suspend your Subscription.
- 18.12 All Subscription Fees are payable in advance. Prices are current at time of display but are subject to change. We will give you at least 14 days' notice of any increase in your Subscription Fee, which will take effect at your next renewal date.
- 18.13 If through error we incorrectly state a price online or otherwise, we are not obliged to provide you with a Subscription at that price, even if we have mistakenly accepted your offer to buy a Subscription. If we notify you of a pricing error, you may cancel the Subscription and we will refund you any money paid, or you may pay the correct price and continue with your Subscription. If you do neither, we may cancel your Subscription and refund any money you have paid. We will always act in good faith in determining whether a genuine pricing error has occurred.
- 18.14 If you are entitled to a refund, we will credit that refund to the card or other payment method you used to submit payment, unless it has expired in which case we will contact you to arrange an alternative refund method.
- 18.15 We will do all that we reasonably can to ensure that all of the information you give us when paying is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on our part, any failure by us to comply with these Terms or our Privacy Policy or breach by us of our duties under applicable laws, we will not be legally responsible to you for any loss that you may suffer if a third-party gains unauthorised access to any information that you give us.
- 18.16 We reserve the right to reject any order for Subscription at any time. Subscription Fees are not refundable except to the extent expressly set out in these terms and conditions.
- 19. Refund of Subscription Fees**
- 19.1 In the event you terminate your Subscription and these Terms due to our breach, we shall refund, on a prorated basis, any prepaid fees for your Subscription for the period beginning on the effective date of termination through the end of your then current Subscription Term.
- 19.2 In the event we terminate your Subscription and these Terms due to a breach of these Terms by you or you terminate your Subscription and these Terms for any reason other than a breach of these Terms by us, you will not receive any refund and must immediately pay any outstanding fees for the balance of your Subscription Term.

PART C – ADDITIONAL TERMS APPLICABLE TO FORMS PROVIDER ACCOUNTS

20. Forms Provider Materials

20.1 As a Forms Provider, you agree:

- (a) not to impose terms on Users who subscribe to your Forms Provider Materials that contradict or take precedence over these Terms or impose any obligations or liability on us;
- (b) to indemnify and hold us harmless from and against any claim from other Users or any third party claim arising out of or related to your Forms Provider Materials, including but not limited to any reliance or use of your Forms Provider Materials or any claim that your Forms Provider Materials infringes the Intellectual Property Rights of any third party; and
- (c) that you are solely responsible for all of your Forms Provider Materials and that we are merely providing the means to make your Forms Provider Materials available for subscription via the Platform

20.2 By uploading any Forms Provider Materials to the Platform, you:

- (a) remain the absolute owner or the licensee of all right, title and interest including Intellectual Property Rights in the Forms Provider Materials;
- (b) grant us a worldwide non-exclusive, transferable, assignable, fully paid-up, royalty-free, licence to host, transfer, display, perform, reproduce, distribute, and otherwise use your Forms Provider Materials, in any media forms or formats, and through any media channels, to distribute, promote or advertise your Forms Provider Materials on the Platform. You warrant that you have the necessary rights, licences, or permissions to publish the Forms Provider Materials on the Platform and to enable Users who have subscribed to your Forms Provider Materials to use such materials in accordance with your terms and conditions. This licence also includes the right for us to convert your Forms Provider Materials to our proprietary format, or such other file formats as may be used or approved by us. Subject to the licence you have granted to Users who have subscribed to your Forms Provider Materials, the licence granted by you to us in this clause 20.2(b) terminates as to a specific Forms Provider Material once you remove or delete such Forms Provider Material from the Platform;
- (c) represent and warrant that you have the necessary licences, rights, consents, and permissions to provide us with the licence under clause 20.2(c);
- (d) represent and warrant that your Forms Provider Materials do not and will not:
 - (i) contain deceptive, fraudulent, illegal, obscene, defamatory, threatening, harmful to minors, pornographic (including child pornography), indecent, harassing or hateful content;
 - (ii) encourage illegal or tortious conduct;
 - (iii) contain any viruses, adware, spyware, worms, or other malicious code or other similar materials;
 - (iv) infringe, violate, or misappropriate any third-party right, including any copyright, trade mark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; or
 - (v) slander, defame, libel, or infringe the right of privacy, publicity or other property rights of any other person, and

you agree to fully indemnify us in respect of all loss, damages, costs, expenses (including legal fees on a full indemnity basis), fines, penalties, claims, demands and proceedings that may arise as a result of any breach of these representations and warranties regarding your Forms Provider Materials; and

- (e) you acknowledge and agree that although we have no obligation to remove, screen, edit, disable or monitor any Forms Provider Material, we reserve the right to take such actions at our sole discretion if we determine that any Forms Provider Material violates any law or these Terms or is otherwise reasonably unacceptable to us, including to protect the safety, security and operability of the Platform or to protect the rights, property or safety of Hutly, its related entities and all other Users.

Last Updated: 19th April 2024