

# Licence Agreement

## 1. Definitions

‘Content’ means any content contained within or accessible on or from KODO.

‘Content Provider’ means the relevant entity referred to in the Content and in relation to which a survey requests information.

‘Gapbuster Group’ means the corporate group consisting of GAPbuster Ltd (UK registered company number 4697621), GAPbuster Worldwide Pty Ltd (ACN 071 857 424), GAPbuster China Co. Ltd (Chinese registered company number 1120353), GAPbuster Worldwide Malaysia SDN. BHD (Malaysian registered company number 1007285), GAPbuster Europe Ltd (UK registered company number 3889263), GAPbuster Systems Ltd (NZ registered company number 442352), GAPbuster Europe Ltd (NZ registered company number 987204), GAPbuster Inc (US registered company number 3740574), GAPbuster Kabushiki Kaisha (Japanese registered company number 0104-02-027771), GAPbuster Asia-Pacific Ltd (NZ registered company number 11324) and any of their Associated Entities (within the meaning of section 50AAA of the *Corporations Act 2001* (Cth)) existing now or in the future.

‘Intellectual Property’ means all:

- (i) patents, trademarks, service marks, rights in designs, trade names and copyrights, in each case whether registered or not, and any applications for registration of any of them;
- (ii) rights under licences and consents in relation to any of them; and
- (iii) other forms of protection of a similar nature or having equivalent or similar effect to any of them which may subsist anywhere in the world.

‘KODO’ means the LMG Members mobile application available for download from the Apple iTunes Store or the Play store, or accessible by web browser from the relevant Gapbuster Group website.

‘Licence’ means the licence granted to You under clause 2 of this Licence Agreement.

‘Licence Agreement’ means this agreement, as amended, varied or replaced from time to time in accordance with clause 10.

‘Licensor’ means the relevant member of the Gapbuster Group.

‘You’ means you as the user of KODO (regardless of the means of access to KODO), and ‘Your’ has the corresponding meaning.

Your access and use of KODO is governed by these terms and conditions contained in this Licence Agreement, subject to any and all applicable laws and regulations. You agree that You are responsible for Your compliance with any relevant local laws.

If at any time you do not agree with any of term contained in this Licence Agreement, the Licence granted to You under this Licence Agreement will immediately terminate without the need for any notice to be provided to You and You will be immediately prohibited from using or accessing KODO or any Content.

## 2. Licence

The Licensor grants You a non-exclusive non-transferrable licence to use KODO.

Your Licence is not a transfer of title or any ownership in relation to KODO or any Content.

For the avoidance of doubt, under this licence You may not do any of the following in whole or in part:

- (i) modify or copy KODO or any Content;
- (ii) use KODO or any Content for any commercial purpose, or for any public display (whether commercial or non-commercial);
- (iii) attempt to decompile or reverse engineer any software contained in or accessible from KODO;
- (iv) remove any copyright or any other proprietary notation from any Content;

- (v) transfer the Content to another person or "mirror" the Content on any other server; or
- (vi) transfer or assign Your Licence or authorise any other person to access KODO or the Content.

### **3. Profile Information**

You agree and understand that you are responsible for maintaining the security of the device from which You access KODO and confidentiality of any password used to access KODO which, together with the unique application ID assigned to Your device on download of KODO ('UAID') or the login ID issued to You (as the case may be), allows You to access KODO. Your UAID and/or login ID and password (if applicable), together with any other information You provide at sign-up are Your "Profile Information."

Where You provide the Licensor with your email address, You agree to receive all notices from us, any Content Provider and any third party who we have shared Your information with electronically and to that email address. You must promptly update or change that address and/or any other details comprised in Your Profile Information, as appropriate in the event that those details change.

If You become aware of any unauthorized use of the whole or any part Your Profile Information, You agree to notify the Licensor immediately by writing to [privacy@gapbuster.com](mailto:privacy@gapbuster.com).

### **4. Data collection**

You acknowledge that in addition to your Profile Information KODO automatically collects various pieces of information and data (including but not limited to Your geolocation from time to time and information in respect of submission of any Content via KODO) from Your mobile device and/or web browser (as the case may be). You agree to the collection of any data or other such information from your mobile device and/or web browser and the transmission of the same to the Licensor and/or any other member of the Gapbuster Group for any use whatsoever (including but not limited to disclosure to any third party and for purposes of commercialisation as part of a de-identified data set for the purposes of analysis).

### **5. Intellectual Property Rights**

All Intellectual Property in relation to KODO and the Content (including the software, design, text, data, icons, logos, copyrights, designs, trademarks, concepts and graphics comprised in the Website) belongs to the Gapbuster Group, Content Providers, their licensors, or affiliates of any of them (as the case may be). It does not belong to You.

The Licensor and each Content Provider retains all right, title, and interest in and to:

- (i) in relation to the Licensor, KODO; and
- (ii) in relation to each Content Provider, the Content,

and in each case their respective Intellectual Property. Nothing you do on, in relation to, or in connection with, KODO or any Content will transfer any rights in any Intellectual Property or otherwise, to you, or license to you any such rights.

You agree not to do anything that interferes with or breaches any Intellectual Property rights in KODO and/or the Content.

Notwithstanding the above, where KODO permits you to download, store or print Content (for example, a 'reward'), You will not breach this clause 5 by downloading, storing or printing in accordance with the terms of the relevant Content provided you make no alterations to that Content.

### **6. Limitation of Liability**

To the extent permitted by applicable law:

- (i) you acknowledge that KODO is provided by the Licensor on an "as is" basis. The Gapbuster Group makes no warranties, express or implied, and expressly disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or other violation of rights to the furthest extent permitted by law. The Gapbuster Group does not warrant or make any representations concerning the accuracy, likely results or reliability of access or use of KODO or any Content. The Gapbuster Group is in no way liable for the performance (or lack or breach thereof) of any agreement made between you and any Content Provider; and
- (ii) you agree to defend, indemnify and hold harmless the Licensor, its parent and subsidiary corporations, its Content Providers and the officers, directors, employees and agents of each, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to legal fees and costs) arising from: (a) Your use of KODO and access to the Content; (b) Your violation of any term of this Licence Agreement; (c) Your violation of any third party right, including without limitation any copyright, property, or privacy right; or (d) any claim that You caused damage to a third party by reason of or in connection with your use of KODO. This defence and indemnification obligation will survive termination of this Licence Agreement and Your use of KODO.

You affirm and warrant that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set out in this Licence Agreement, and to abide by and comply with the same. In any case, You affirm and warrant that you are over the age of 13, as KODO is not intended for children under 13. If You are under 13 years of age, You are prohibited from accessing or otherwise using KODO.

You acknowledge and agree that You have been given a reasonable opportunity to review the terms contained in and/or incorporated by reference into the terms of this Licence Agreement and that You are bound by them.

You acknowledge and agree that each member of the Gapbuster Group and any other party connected with KODO (including any Content Provider) will not be liable for any damages whatsoever (including, without limitation, damages for loss of data or profit, or due to business interruption) arising from or in connection with Your use of or inability to use KODO. You acknowledge and agree that this limitation of liability will apply, even in circumstances where You have notified the Licensor, the Gapbuster Group or an authorized representative of any member of the Gapbuster Group (whether orally or in writing) of the possibility of such damage.

Certain laws may limit the applicability of the limitations contained in this Licence Agreement (including under clauses 6, 7 and 8) so that they may not apply to You or may only apply to a limited extent. Any limitation on each member of the Gapbuster Group's liability applies to the furthest extent permitted by any such law.

## **7. Errors and updates**

KODO and the Content may include technical, typographical or photographic errors. No member of the Gapbuster Group makes any representation or warranty with respect to the accuracy, completeness or currency of KODO or any Content. KODO and the Content are subject to change at any time without notice. No member of the Gapbuster Group makes any commitment to You to update KODO or any Content or to take any steps whatsoever to ensure that any Content Provider or other person or entity does so.

## **8. Rewards**

No member of the Gapbuster Group is responsible for the provision of any rewards or incentives offered on or through KODO. Each Content Provider is solely responsible for providing any reward, and if You have any questions, concerns or difficulty in relation to any reward You should contact the relevant Content Provider.

By using the 'share' feature in respect of any reward, You acknowledge and agree that You have the consent of the recipient with whom you are sharing the reward to send the reward to them by electronic means. No member of the Gapbuster Group accepts any liability for the content of any message or any reward sent using the 'share' feature.

## **9. Termination**

This Licence Agreement immediately and automatically terminates if You violate any express or implied restriction detailed in clauses 2 or 5, and may otherwise be terminated by the Licensor at any time for any reason.

Upon termination of Your Licence, You must permanently delete and destroy any Content in your possession (whether in electronic or printed format) and, where applicable, uninstall KODO from any mobile device owned or controlled by You.

#### **10. Variation**

You acknowledge and agree that the terms and conditions contained in this Licence Agreement may be amended, varied or replaced by the Licensor at any time without the need for any prior notice to be provided to You. If the Licensor amends, varies or replaces any of the terms of this Licence Agreement, any such amended terms will be accessible from the KODO mobile application or on the Licensor's website, as the case may be. By using KODO You agree to be bound by the then current version of this Licence Agreement.

#### **11. Governing Law**

Any claim relating to KODO or the Licensor's web site is governed by the laws of the State of Victoria, Australia without regard to any conflict of law provisions.

#### **12. Privacy Policy**

Your privacy is very important to the Gapbuster Group. Accordingly, the Gapbuster Group has developed a privacy policy which governs its collection, use, storage, communication and disclosure of Your personal information. Our privacy policy also lays out how You can access and correct this information. You can find the current version of our privacy policy at <http://www.gbw.solutions/corpccontent/corpprivacy>. That policy forms part of the Licensor's agreement with You under this Licence Agreement, but no member of the Gapbuster Group accepts any responsibility or liability whatsoever for, or in respect of, the compliance of any other person or entity (including, without limitation, any Content Provider) with the privacy laws in force in any jurisdiction as may be amended from time to time.