

## 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 McDonald's My Voice 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 19 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**

This privacy policy governs Your use of the software application 'KODO' created by the GAPbuster Group. KODO is a mobile application used for the collection of feedback/reviews from users about their experience at designated outlets through the completion of an online questionnaire.

Your privacy is important to us. The GAPbuster Group are committed to ensuring the security and confidentiality of personal information You provide to us through KODO.

Our privacy policy explains:

- What information we collect
- How that information is used and stored.
- What choices You have in providing the information

This policy forms part of the Licence Agreement for KODO, 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.

### **What information does KODO collect and how is it used?**

#### **Information provided by You.**

1. Contact information. Some survey content may provide respondents with the opportunity to be contacted to discuss their feedback. This is strictly optional. If You request to be contacted, You will be asked to provide Your contact details such as Your name, contact number and/or email address. .
2. Profile information. Where KODO contains a profile screen, You can volunteer personal information such as name, address, phone number, email and preferred contact method. The provision of this information is strictly voluntary..
3. Any personal information You volunteer when responding to survey questions. For example, in a freeform comment or in an image.

All information that You provide when using KODO is strictly voluntary. The information will be shared with Content Providers for the purpose of improving customer experience which may include contacting You directly where You have requested this. Please refer to the privacy policy of the Content Provider for full details.

### **Automatically Collected Information**

1. Device information  
Including but not limited to, hardware model, operating system version, unique device identifier.
2. Log information  
Including but not limited to, IP address, configuration of KODO, crashes, system activity, hardware settings, browser type, browser language, date & time of Your usage and other statistics.
3. Location information.  
When You use KODO, we may use GPS technology (or other similar technology) to determine Your current location in order to display available survey opportunities relevant to Your location.

Location Information is not used for any purpose other than to determine available survey opportunities relevant to Your Location.

If You do not want to share Your location information, You can turn off the location services permission for KODO via the device settings. Full functionality of KODO requires the activation of location services.

4. Local storage  
We may collect and store information locally on Your device using mechanisms such as browser web storage and application data caches.
5. Cookies and similar technology.  
A cookie is a small data file that is sent to Your browser from a website that You visit and stored in Your device internal memory. KODO does not use “cookies” explicitly. However, the app may use third party code and libraries that use “cookies” to collect information and to improve their services. You have the option to either accept or refuse these cookies and know when a cookie is being sent to Your device by adjusting Your browser settings. Full functionality of KODO requires the use of cookies.

The information automatically collected is used for the purpose of improving the experience of using KODO and, (with the exception of Location Information), for analyzing the integrity of data that is collected. It may be shared with Content Providers for this purpose.

### **Third party access to information**

Information is shared with Content Providers as described in this policy. In addition, information may be accessed by other 3rd parties as outlined below.

KODO uses Google Analytics to help understand app traffic and usage. By using KODO, You consent to the processing of data by Google in the manner described in Google’s Privacy Policy (<http://www.google.com/policies/privacy/>).

KODO uses OneSignal messaging service for generating push notifications. The use of this service may require personally identifiable information to be collected in order to target and personalize the notifications. On installing KODO, You need to opt in to receiving push notifications and can opt out at any time by changing Your device's permission settings. By giving permission to receive push notifications, You consent to the collection of this information and processing in the manner described in OneSignal's Privacy Policy ([https://onesignal.com/privacy\\_policy](https://onesignal.com/privacy_policy)).

We may disclose information:

- as required by law, such as to comply with a subpoena, or similar legal process;
- when we believe in good faith that disclosure is necessary to protect our rights, protect Your safety or the safety of others, investigate fraud, or respond to a government request;
- with our trusted services providers who work on our behalf, do not have an independent use of the information we disclose to them, and have agreed to adhere to the rules set forth in this privacy statement.

### **What are my opt-out rights?**

You can stop all collection of information easily by uninstalling KODO.

### **Data Retention Policy, Managing Your Information**

All information is retained permanently. If You'd like us to delete personal information provided by You via KODO, please contact us at [privacy@gbw.solutions](mailto:privacy@gbw.solutions).

### **Children**

We do not use KODO to knowingly solicit data from or market to children under the age of 18. If a parent/guardian becomes aware that their child has provided information without their consent, they should contact us at [privacy@gbw.solutions](mailto:privacy@gbw.solutions). We will delete such information from our files within a reasonable time.

### **Security**

The Gapbuster Group takes all reasonable security measures to protect personal information from loss, unauthorized access, destruction, misuse, modification or disclosure. We provide physical, electronic, and procedural safeguards to protect information we process and maintain. For example, we limit access to this information to authorized employees and contractors who need to know that information in order to operate, develop or improve our Application. As far as permissible under law, Gapbuster Group accepts no responsibility for the unauthorized access of personal information held by Gapbuster Group.

### **Changes**

This privacy policy may be updated from time to time for any reason. You are advised to consult this privacy policy regularly for any changes, as continued use is deemed approval of all changes.

### **Your Consent**

By using KODO, You are consenting to our processing of Your information as set forth in this Privacy Policy. "Processing," means using cookies on a computer/hand held device or using/touching information in any way, including, but not limited to, collecting, storing, deleting, using, combining and disclosing information. All processing activities, other than some 3rd party services, take place in Australia under Australian privacy standards.

### **13. Location Services (Access Authority)**

When You use KODO, we may use GPS technology (or other similar technology) to determine Your current location in order to display available survey opportunities relevant to Your location.

Location Information is not used for any purpose other than to determine available survey opportunities relevant to Your Location.

If You do not want to share Your location information, You can turn off the location services permission for KODO via the device settings. Full functionality of KODO requires the activation of location services.

### **Contact us**

If You have any questions regarding privacy while using KODO please contact us via email at [privacy@gbw.solutions](mailto:privacy@gbw.solutions).

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