



Metigy Mobile Application Terms & Conditions (End User Licence Agreement)

1 Your use of the Application

This Metigy Mobile Application End User License Agreement (**EULA**) is an agreement between you (**you** or **your**) and Metigy Pty Ltd ACN 617 973 270 and its related bodies corporate (as that term is defined in the Corporations Act 2001 (Cth)) (together **Metigy**, **we** or **our**), governing your use of the Metigy mobile application (**Application**). This is an agreement between you and Metigy only. Metigy is responsible for the Application and the content on the Application.

By downloading, installing or using the Application, you accept the terms of this EULA. You agree that your use of the Application is also subject to our website terms and conditions available at <https://metigy.com/terms-and-conditions/> (**Website Terms**) (and may also be subject to your agreement with one of our third-party partners), our privacy policy (<https://metigy.com/privacy-policy/>) (**Privacy Policy**), and other agreements, policies, and notices applicable to you at our website (<https://metigy.com/>) (**Website**) or through further use of the Application.

If you do not accept this EULA, you must not use the Application. We may change the terms of this EULA from time to time and we will use reasonable endeavours to bring this to your attention when we do. Since you are bound by this EULA, you should review it periodically. Your continued use of the Application following any change to this EULA will be deemed acceptance of the updated EULA.

Please note that the Application will not work without access to the internet. You should ensure that you are familiar with your mobile telecommunication provider's terms and conditions (including your mobile data limits) before using the Application. Metigy is not liable to you in connection with any breach of your mobile telecommunication provider's terms and conditions (including your mobile data limits), or in the event the Application does not operate as a result of any telecommunication failure.

The Application may request permission to access certain features on your mobile phone. You can disable access for these permissions in your mobile phone's settings.

2 Grant of a licence

We grant you a personal, limited, non-exclusive, revocable, non-transferable licence, without the right to sub-licence, to install and use the Application on the compatible mobile device that you own or control to the extent and as permitted by this EULA, any applicable agreement between you and Metigy, your agreement with one of our third-party partners (if applicable), and the terms of use set forth in the app store from which you downloaded the Application.

You will be entitled to download updates to the Application, subject to any additional terms made known to you at that time, when we make updates available.

Your mobile operating system provider has no obligation whatsoever to furnish any maintenance and support services with respect to the Application. Metigy is solely responsible for providing any maintenance and support services with respect to the Application.

3 Restrictions on use

You may not, nor may you permit any third party to do any of the following:

- (a) reproduce, recompile, decompile, disassemble, reverse engineer, create derivative works from, perform, modify, adapt, publish, store, use, transmit electronically or otherwise, distribute, resell, or in any other way exploit, by any means in whole or in part, the Application;
- (b) transfer any rights granted to you under this EULA;
- (c) take any action that imposes an unreasonable burden on the Application's infrastructure or prevent access to, or use of the Application, by other users of the Application;
- (d) use the Application in a way that violates, or that may violate, any law or regulation;
- (e) use the Application in a way that may cause Metigy to be in violation of any law or regulation;
- (f) use the Application in a way that may violate or cause Metigy to violate its Privacy Policy;
- (g) use the Application in a way that reflects unfavourably on Metigy or any other third party;
- (h) otherwise use the Application except as expressly allowed under this EULA;
- (i) collect information about other users of the Application for any purpose other than as expressly authorised by us; or
- (j) distribute a computer virus or any similar program or code that may disrupt or disable the Application.

4 Ownership of the Application, information and data

The Application is licensed to you. It has not been sold or assigned. All rights not expressly granted to you in this EULA have been reserved. We own the title, trademarks, copyright, design rights and other worldwide intellectual property rights in the Application and all copies of the Application, and in related software and services. This EULA does not grant you any rights to use, reuse, or sublicense any of our intellectual property outside your use of the Application. You acknowledge and agree that you have no ownership rights in or to any of Metigy's trademarks or other intellectual property, and that you may not use Metigy's intellectual property outside of this Application without Metigy's express written consent.

You may not use any third party's trademarks or service marks contained on the Application without the consent of that third party and you acknowledge that you have no ownership rights in or to any of those names and marks.

Your use of the Application may result in the creation of certain data and information that is transmitted to, and collected by, Metigy in accordance with Metigy's Privacy Policy.

You agree to provide Metigy with a worldwide, royalty-free, perpetual, irrevocable, non-exclusive and sub-licensable (through multiple tiers) right and licence to access, use, reproduce, distribute, transmit, perform, display (publicly or otherwise), adapt, make derivative works of, and otherwise commercialise and exploit, any and all information, including materials, images, documents and text (together, the **Materials**) uploaded or published by you on the Application for any purposes in connection with your use of the Application as set out in this EULA (the **Licence**).

Subject to you granting the Licence, Metigy does not claim any intellectual property rights over the Materials you provide to Metigy or upload onto the Application. All Materials you upload to the Application remain yours unless otherwise provided for in these Website Terms. You can remove your Materials at any time by deleting your Account.

You acknowledge that in the event of any third-party claim that the Application, or your possession and use of the Application, infringes that third party's intellectual property rights, we, and not your mobile device operating system provider, will be solely responsible for the investigation, defence, settlement and discharge of any such intellectual property infringement claim.

5 Indemnity

You agree to fully indemnify Metigy and its subsidiaries, employees and agents, from and against any claim, action, demand, loss, liabilities or damages, expenses, including without limitation, reasonable legal and accounting fees, howsoever caused, or suffered as a result of:

- (a) your breach of this EULA or your use of the Application;
- (b) a recommendation, comment, or any other content uploaded by you to the Application;
- (c) a recommendation, comment, or any other content uploaded by you through the Application; or
- (d) a claim relating to any loss, damage, death or personal injury caused by or relating to information obtained by you from the Application.

6 No warranties

While Metigy takes reasonable steps to ensure that the Application is reliable, we cannot provide any warranty, guarantee or representation to this effect.

The Application is provided on an "as is" basis. Use of the Application is at your own risk. To the maximum extent permitted by applicable law, the Application is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

Without limiting the foregoing, to the maximum extent permitted by law, Metigy disclaims all representations, guarantees or warranties, express or implied, including, but not limited to:

- (a) the completeness, accuracy, reliability, suitability or availability with respect to the Application;

- (b) that the Application will be free of errors, or that defects will be corrected;
- (c) that your access to the Application will be available at any time, uninterrupted, secure or error free;
- (d) that the Application is free of viruses or any other harmful components;
- (e) that the Application will meet your requirements; or
- (f) that any defects or errors will be corrected.

Any content or data downloaded or otherwise obtained through the use of the Application is downloaded at your own risk and you will be solely responsible for any damage to your property or loss of data that results from such download.

Metigy does not warrant, endorse, guarantee, or assume responsibility for any product or service described, advertised or offered by a third party through the Application or any hyperlinked website or service, and Metigy will not be a party to or in any way monitor any transaction between you and third-party providers of products or services.

In the event of any failure of the Application to conform to any warranty set out in this EULA, you may notify your mobile device operating system provider and, if you have paid to download the Application, they may refund the purchase price for the Application to you and to the maximum extent permitted by applicable law, your mobile device operating system provider will have no other warranty obligation whatsoever with respect to the Application.

You acknowledge that Metigy and not your mobile device operating system provider are responsible for addressing any claims relating to the Application, or your possession and or use of that Application, subject to the terms and conditions of this EULA and to the maximum extent permitted by law including, but not limited to: (i) product liability claims, (ii) any claims that the Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy or similar legislation.

Metigy reserves the right at any time and from time to time to modify, discontinue either temporarily or permanently the Application, or any part thereof, for any reason. To the maximum extent permitted by law, Metigy disclaims any liability as a result of any discontinuance or interruption of the Application, or any part thereof.

7 Limitation of liability

Your use of the Application is undertaken at your own risk.

If you are dissatisfied with the Application or you do not agree with this EULA, your sole remedy is to discontinue use of the Application.

To the maximum extent permitted by law, Metigy and its directors, employees and agents, are not liable to you for any loss or damage of any kind (including consequential loss), any loss of profits, indirect or incidental loss, business opportunity or damage to good will or any loss, destruction or corruption of data howsoever caused, whether in contract, tort including negligence, statute or otherwise arising in connection with the Application or the content on it.

Nothing in this EULA is intended to exclude, restrict or modify rights which you may have under any law (including in Australia, the Australian Consumer Law) which may not be excluded, restricted or modified by this EULA. If this EULA is governed by the Australian Consumer Law, our liability to you for failure to comply with a consumer guarantee in

respect of any services is limited to the re-supply of the services or payment for such re-supply.

This limitation of liability section applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if Metigy has been advised of the possibility of such damage. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

To the extent liability cannot be excluded in accordance with this clause 7 and to the maximum extent permitted by law, Metigy's aggregate liability to you shall not exceed the amount of AUD \$50.00.

8 Other provisions

The terms of this EULA, the Privacy Policy and any other agreements applicable to you at our Website are a complete statement of the agreement between you and Metigy, and they describe the entire liability of Metigy and your entire remedy with respect to your access to and use of the Application.

9 Term and termination

This EULA will commence upon your download of the Application and, unless earlier terminated as provided in this clause 9, will continue in perpetuity.

This EULA will immediately terminate upon your breach of this EULA, unless such breach is curable and is actually and immediately cured by you after Metigy provides notice of breach to you.

Upon termination of this EULA, you will discontinue all use of the Application and any related services, promptly delete or have deleted the Application and any copies thereof, and, upon request by Metigy, certify in writing to Metigy that such deletion has taken place.

Clauses 4, 5, 6, 7, 9, 10 and 11 shall survive such termination.

10 Export restrictions

You may not download or export the Application or any part thereof directly or indirectly into any country that is subject to a US Government embargo or that has been designated by the US Government as a "terrorist supporting" country or to anyone on any US Government list of prohibited or restricted parties.

11 Third-party beneficiaries

Your mobile device operating system provider and its subsidiaries are third-party beneficiaries of this EULA and, upon your acceptance of the terms of this EULA, such third-party beneficiaries will have the right (and will be deemed to have accepted the right) to enforce this EULA against you.

12 Governing Law

This EULA, and any dispute in connection with it, will be governed by the laws of New South Wales, and the Commonwealth of Australia. Both you and we submit to the non-exclusive jurisdiction of the courts of New South Wales and the Commonwealth of Australia.

13 Contact us

If you have any questions, complaints or claims in relation to the Application or this EULA, you can contact Metigy at:

Contact:	General Counsel
Email:	contact@metigy.com
Address:	Level 5/153 Walker St, North Sydney NSW 2060
Phone:	(02) 8072 4101

14 Version

Version	Date Adopted	Date of Next Review
1.0	1 December 2021	1 December 2023 or as otherwise required due to changes of law