

END USER LICENCE AGREEMENT (EULA)

KEY TERMS

| Term | Meaning |
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| “We”, “our” or “us” | means Manage My Rainbow ABN 43 600 972 110, the developer and owner of the Rainbow Life Reflector. |
| End User | means you, or any person to whom the Head Licence Holder provides access to the Platform. |
| Head Licence Holder | means any provider which we have entered into an agreement to provide the Platform. |
| Intellectual Property Rights | means all copyright, trade mark, design, patent, moral rights, confidential and other proprietary rights, and any other rights to registration of such rights whether created before or after the date of this EULA both in Australia and throughout the world. |
| Platform | means our online platform known as the Rainbow Life Reflector. |
| Rainbow Code | means the unique string of characters provided to you by the Head License Holder to grant you access to the Platform, associate your access to their license and send User Data to them. |
| User Data | means files, data, materials or any other information (including personal information), which you upload to the Platform and any results from interacting with the Platform. |

1 DISCLAIMER

We may give recommendations, information or assistance in relation to the results of your use of the Platform, believing it accurate, appropriate and reliable at the time but we don't give any warranty of accuracy, appropriateness or reliability. Information we give is general in nature, dependent upon User Data and not intended to constitute or substitute for professional or medical advice. Unless required by law, we won't accept any liability or responsibility (including liability for negligence) for any loss suffered because of your or any other person's reliance on any such information or advice.

2 APPLICABILITY AND DEEMED ACCEPTANCE

This EULA applies to any End Users of the Platform. You agree to, and will be deemed to have accepted, this EULA when you access the Platform.

By accessing the Platform, you irrevocably consent to the terms of this EULA and represent and warrant that you will comply with the scope and restrictions of the End User Licence (as defined in clause 3.1) to the Platform provided under this EULA. If you do not accept this EULA, you must not access, use or otherwise view the Platform.

This EULA commences on the date you are granted access to the Platform by the Head Licence Holder and will continue until your access to the Platform is terminated by us or the Head Licence Holder.

3 USE OF PLATFORM

3.1 GRANT OF LICENCE

You are granted a revocable, worldwide, royalty-free licence to use the Platform for the purpose of using the reflection tool available on it for yourself (**Purpose**).

You must only use the Licenced Materials:

- (a) in accordance with the limitations of the Purpose;

- (b) in a manner that is consistent and compliant with clause 3.2; and
- (c) in compliance with any other restrictions as determined by us and/or the Head Licence Holder from time to time.

3.2 RESTRICTIONS ON LICENCE

You must not:

- (a) make copies of the Platform;
- (b) provide the Platform to any third party;
- (c) adapt, modify or tamper in any way with the Platform;
- (d) remove or alter any copyright, trade mark or other notice on or forming part of the Platform or documentation;
- (e) create derivative works from or translate the Platform or documentation, other than for your own personal use only;
- (f) publish or otherwise communicate the Platform or documentation to the public, including by making it available online or sharing it with third parties;
- (g) sell, loan, transfer, sub-licence, hire or otherwise dispose of the Platform or documentation to any third party;
- (h) decompile or reverse engineer the Platform or any part of it, or otherwise attempt to derive its source code; or
- (i) attempt to circumvent any technological protection mechanism or other security feature of the Platform.

3.3 LIMITATIONS OF PLATFORM

We do not guarantee, and make no warranties, to the extent permitted by law, that:

- (a) the Platform will be free from errors or defects;
- (b) the Platform will be accessible or available at all times; or
- (c) any information provided through the Platform is accurate or true.

3.4 ACCESS TO PLATFORM

In order to use the Platform, you will be required to provide us true, accurate and complete personal information as requested and an active Rainbow Code.

4 USER DATA

4.1 UPLOADING USER DATA

By uploading User Data, you acknowledge and agree:

- (a) you are authorised to provide the User Data;
- (b) to not upload any harmful, discriminatory, defamatory or maliciously false implications and do not contain any offensive or explicit material;
- (c) the User Data is accurate and true at the time they are provided;
- (d) to not upload any viruses or other harmful code, or otherwise compromise the security or integrity of any network or system; and
- (e) to not upload any User Data which breach or infringe any applicable laws, regulations or orders.

4.2 USE AND DISCLOSURE OF USER DATA

You consent to our handling of any User Data in accordance with our Privacy Policy which can be found at www.managemyrainbow.com.au/privacy-policy-2

We will periodically de-identify any User Data we collect via the Platform.

You acknowledge and agree that:

- (a) your use of the Platform and any User Data you upload to the Platform will be shared automatically with the Head License Holder associated with the Rainbow Code you provide; and
- (b) any results from your use of the Platform will be sent to the Head License Holder and not you.

5 LIMITATION OF LIABILITY

We do not accept responsibility for any unauthorised use, destruction, loss, damage or alteration to your User Data, your computer systems, mobile phones or other electronic devices arising in connection with use of the Platform.

You must take your own precautions to ensure that the process which you employ for accessing the Platform does not expose you to the risk of hacking, malware, ransomware, viruses, malicious computer code or other forms of interference.

To the maximum extent permitted by applicable law, we limit all liability to any person for loss or damage of any kind, however arising whether in contract, tort (including negligence), statute, equity, indemnity or otherwise, arising from or relating in any way to the Platform. This includes the transmission of any computer virus.

You acknowledge and agree that we will have no liability for any act or omission by you which results in or contributes to damage, loss or expense suffered by you or another user in connection with the use of the Platform and indemnify us for any such damage, loss or expense.

6 INDEMNITY

You indemnify us and our employees, agents and contractors (**Personnel**) in respect of all liability for loss, damage or injury which may be suffered by any person arising from, or in connection with, your use of the Platform or breach of this EULA (or both, as the case may be).

7 WARRANTIES

All express or implied representations and warranties given by us or our Personnel are, to the maximum extent permitted by applicable law, excluded. Where any law implies a condition, warranty or guarantee into this EULA, which may not lawfully be excluded, then to the maximum extent permitted by applicable law, our (and our Personnel's) liability for breach of that non-excludable condition, warranty or guarantee will, at our option, be limited to:

- (a) in the case of goods, their replacement or the supply of equivalent goods or their repair; and
- (b) in the case of services, the supply of the services again, or the payment of the cost of having them supplied again.

To the maximum extent permitted under applicable law, including the *Competition and Consumer Act 2010* (Cth), under no circumstances will we or our Personnel be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue arising under or in connection with the Platform, this EULA or their subject matter.

8 TERMINATION

8.1 AUTOMATIC TERMINATION

This EULA will be automatically terminated, and your license to the Platform will be immediately revoked, if the agreement between us and the Head Licence Holder for the Platform expires, is terminated or otherwise comes to an end.

8.2 TERMINATION BY US OR HEAD LICENCE HOLDER

We or the Head Licence Holder (or both) may terminate this EULA immediately by notice to you if:

- (a) you are in breach of any term of this EULA; or

- (b) you commit, or we or the Head Licence Holder reasonably suspects that you may commit, any breach of this EULA.

8.3 EFFECT OF EXPIRY OR TERMINATION

- (a) In the event of expiry or termination of this EULA, you must immediately cease using the Platform.
- (b) Termination of this EULA will not affect any rights accruing to any party to the date of termination nor any obligation performed to the date of termination or any obligation which expressly or impliedly survives termination of this EULA.

8.4 YOUR DATA ON TERMINATION

You are solely responsible for making copies of any User Data prior to termination of this EULA. We will not be liable to you for any loss of your User Data upon termination of this EULA.

9 GENERAL

9.1 GOVERNING LAW AND JURISDICTION

This EULA is governed by the law applying in Queensland, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of Queensland, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this EULA. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

9.2 WAIVER

No party to this EULA may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

9.3 ASSIGNMENT

You cannot assign, novate or otherwise transfer your rights or obligations under this EULA without our prior consent.

9.4 ENTIRE AGREEMENT

This EULA embodies the entire agreement between the parties and supersede any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this EULA.