

**LICENSED APPLICATION END USER LICENSE AGREEMENT
MyMobTracker ("Agreement")**

WHEREAS:

You (the individual or entity accepting this Agreement) agree to access and use the Licensed Application on the terms of this Agreement between you and ATLAC SOFTWARE PTY LTD as trustee for the MyMobTracker Trust ("ATLAC"). Access to or use of the Licensed Application signifies your acceptance of the following terms and conditions. If you are accepting these terms on behalf of a business entity, you hereby represent that you have the authority to do so. If you do not agree to these terms and conditions, you are not authorized to access or use the Licensed Application.

IT IS AGREED AND ACCEPTED BY YOU THAT:

1. Access to and use of MyMobTracker ("**Product**") transacted through the Services, as defined below, is licensed, not sold, to You for use only under the terms of this Agreement, unless the Product is accompanied by a separate sale or subscription agreement, in which case the terms of that separate agreement will govern, subject to Your prior acceptance of that separate agreement. ATLAC reserves all rights not expressly granted to You. The mobile digital device software application for access to and use of the Product is referred to in this Agreement as the "**Licensed Application**".
2. **Scope of License:** This license granted to You for the Licensed Application by ATLAC is limited to a non-transferable license to use the Licensed Application on mobile digital devices (hereinafter "**Device**") that You own or control and where relevant, as permitted by the usage rules set forth by the developer of the Device (the "**Usage Rules**"). This license does not allow You to use the Licensed Application on any Device that You do not own or control, and You may not distribute or make the Licensed Application available over a network where it could be used by multiple devices at the same time. You may not rent, lease, lend, sell, redistribute or sublicense the Licensed Application. You may not copy (except as expressly permitted by this license and the Usage Rules), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Licensed Application, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open sourced components included with the Licensed Application). Any attempt to do so is a violation of the rights of ATLAC and its licensors. The terms of the license will govern any upgrades provided by ATLAC that replace and/or supplement the original Product or Licensed Application, unless such upgrade is accompanied by a separate license in which case the terms of that license will apply.
3. **Consent to Use of Data:** You agree that ATLAC may collect and use technical data and related information, including but not limited to technical information about Your device, system and

application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to You (if any) related to the Product or Licensed Application. ATLAC may use this information, as long as it is in a form that does not personally identify You, to improve its products or to provide services or technologies to You.

4. Termination: The license is effective until terminated by You or ATLAC. Your rights under this Agreement will terminate automatically without notice from ATLAC if You fail to comply with any term(s) of this Agreement or the terms of the corresponding sale or subscription agreement in respect of the Product. Upon termination of the license, You shall cease all use of the Licensed Application, and destroy all copies, full or partial, of the Licensed Application.
5. Services; Third Party Materials: The Licensed Application may enable access to ATLAC's and third party products, services and web sites (collectively and individually, "**Services**"). Use of the Services may require Internet access and that You accept additional terms of service including additional charges for data access or downloads as may be required by ATLAC, Your carrier or other third party providers. You acknowledge and agree that You are solely responsible for all fees and charges applicable to all emailing, messaging, roaming connections and telephonic transactions made or received by You using the Services accessed via the Licensed Application.
6. You understand that by using any of the Services, You may encounter content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit language, and that the results of any search or entering of a particular URL may automatically and unintentionally generate links or references to objectionable material. Nevertheless, You agree to use the Services at Your sole risk and ATLAC shall not have any liability to You for content that may be found to be offensive, indecent, or objectionable to the extent that ATLAC is not responsible for such materials and to the extent of exclusion of liability permitted by law. ATLAC is not liable to You for the accuracy or completeness of any content available through the Services.
7. Certain Services may display, include or make available content, data, information, applications or materials from third parties ("**Third Party Materials**") or provide links to certain third party web sites. By using the Services, You acknowledge and agree that ATLAC is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third Party Materials or web sites. ATLAC does not warrant or endorse and does not assume and will not have any liability or responsibility to You or any other person for any third-party Services, Third Party Materials or web sites, or for any other materials, products, or services of third parties to the maximum extent permitted by law. Third Party Materials and links to other web sites are provided solely as a convenience to You.
8. (a) You agree that the Product and Services contain proprietary content, information and material that is protected by applicable intellectual property and other laws, including but not limited to copyright, and that You will not use such proprietary content, information or materials in any way whatsoever except for permitted use of the Product and Services. No portion of the Product or Services may be reproduced in any form or by any means. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Product or Services, in any manner, and You

shall not exploit the Product or Services in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity. You further agree not to use the Product or Services in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party, and that ATLAC is not in any way responsible for any such use by You, nor for any harassing, threatening, defamatory, offensive or illegal messages or transmissions that You may receive as a result of using any of the Product or Services.

9. (b) If you upload, post or publish any material to the Services, You agree and acknowledge that (i) You own or have licence to use the material; (ii) You agree that ATLAC may use such material in order to provide You with and make improvements to the Services; (iii) You acknowledge that the material will not infringe a third party's intellectual property right and in the event of such claim You agree to hold ATLAC harmless against such claim on a full indemnity basis; and (iv) You will only use the features of the Services and upload any materials at your own risk. Furthermore, You will not hold ATLAC liable in anyway whatsoever for the maintenance, protection or security of any material that you post to the Services.
10. Services and Third Party Materials that may be accessed from, displayed on or linked to from any Device are not available in all languages or in all countries. ATLAC makes no representation that such Services and Third Party Materials are appropriate or available for use in any particular location. To the extent You choose to access such Services or Third Party Materials, You do so at Your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws. ATLAC, and its licensors, reserve the right to change, suspend, remove, or disable access to any Services at any time without notice. In no event will ATLAC be liable for the removal of or disabling of access to any such Services. ATLAC may also impose limits on the use of or access to certain Services, in any case and without notice or liability. ATLAC is not liable for providing Services consistent with the professional conduct standards in your jurisdiction.
11. If you are a "consumer" for the purposes of the Australian Consumer Law, certain guarantees may be conferred on you and certain rights and remedies may be conferred on you which cannot be excluded, restricted or modified. If so, then to the maximum extent permitted by law, our liability to you 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; and (b) in the case of services, resupply of the services or payment of the cost of re-supplying the services.
12. SUBJECT TO CLAUSE 10 AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT: (a) USE OF THE LICENSED APPLICATION IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU; (b) THE LICENSED APPLICATION AND ANY SERVICES PERFORMED OR PROVIDED BY THE LICENSED APPLICATION ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. UNLESS EXPRESSLY STATED TO THE CONTRARY IN THIS AGREEMENT, ATLAC HEREBY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS WITH

RESPECT TO THE LICENSED APPLICATION AND ANY SERVICES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT. ATAC DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE LICENSED APPLICATION, THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, THE LICENSED APPLICATION WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE LICENSED APPLICATION OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED APPLICATION OR SERVICES WILL BE CORRECTED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ATAC OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY.

13. IN NO EVENT SHALL ATAC BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE LICENSED APPLICATION, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF ATAC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTHING IN THIS AGREEMENT IS INTENDED TO LIMIT LIABILITY FOR DEATH, PERSONAL INJURY OR FRAUD. SUBJECT TO CLAUSE 10 AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF ATAC WHETHER FOR BREACH OF THIS AGREEMENT OR IN TORT (INCLUDING NEGLIGENCE) OR FOR ANY OTHER COMMON LAW OR STATUTORY CAUSE OF ACTION SHALL NOT EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00).
14. You may not use or otherwise export or re-export the Licensed Application except as authorised by the laws of the jurisdiction in which the Licensed Application was obtained.
15. The laws of Western Australia govern this Agreement and your use of the Licensed Application. The Courts of Western Australia shall have sole jurisdiction.
16. Under no circumstances may you redistribute the Product or Third Party Materials commercially or post any of the Products or Third Party Materials on an intranet, internet, cloud or other platform or site whatsoever. Any transfer of the Materials shall be to an individual person only and will subject the transferee to these terms and conditions. Finally, use of the Products and Third Party Materials are further subject to the terms and conditions of use which were accepted at the time you completed your purchase of the Products and/or Third Party Materials from the App Store.

BY DOWNLOADING, INSTALLING AND/OR USING THE LICENSED APPLICATION YOU ACCEPT AND AGREE TO THESE TERMS AND CONDITIONS.