

## Appticon Pty Ltd - License Agreement

This is a legal agreement between the undersigned party ("Customer") and APPTICON PTY LTD and its successor and assigns ("APL") located "Highland Gums", Mitchell Hwy, Molong NSW 2866.

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**8. Termination.** You may terminate this agreement by returning all your copies of the SOFTWARE and documentation to APL. This license terminates automatically and without notice to you if you fail to comply with any provisions of this license agreement. You agree to return all copies of the program and documentation to APL upon any termination.

**9. Ownership of Software.** You acknowledge and agree that APL owns all right, title and interest, including all worldwide copyrights, trade secrets and confidential proprietary information rights in the SOFTWARE and accompanying documentation.

**10. Complete Agreement.** You acknowledge that you have read this license agreement and agree to its terms, and that it is the complete and exclusive agreement between you and APL regarding the SOFTWARE. You agree that if any provision of this agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this agreement will continue in full force and effect. This agreement is governed by the laws of the State of New South Wales applicable to the contracts made and performed therein. The parties submit to the exclusive jurisdiction and exclusive venue for any suit or legal proceeding of any kind relating to this agreement or the subject matter hereof in the courts of NSW, Australia.

## PRIVACY POLICY:

Appticon understands that privacy is important and is pleased to provide information about its privacy policy. Please be assured that Appticon uses its best efforts to protect the privacy of visitors to [www.appticon.com](http://www.appticon.com), any related Appticon website, ( a “**Website**”) and any Appticon mobile applications (“**Mobile Applications**”) and the privacy of individuals who provide personal information by any other means to Appticon, including either physically or electronically (together, the “**Collection Channels**”).

This privacy policy explains our policy for dealing with an individual’s personal information that we collect via our Collection Channels. Unless given consent to do otherwise, Appticon will only collect and use personal information as set out below.

In addition to the provisions of this privacy policy, there may also be specific and additional privacy and consent provisions that apply in certain circumstances, as may be stated on a Website or as otherwise advised through a Collection Channel. Because those specific and additional provisions also relate to your privacy protection, we recommend that you review them wherever they appear. In the event of any inconsistency between the provisions of this privacy policy and those other specific and additional provisions, the specific and additional provisions will prevail.

Personal information means information which identifies you as an individual or which renders you reasonably identifiable. Your first and last name, date of birth, gender, home address, contact telephone number, mobile telephone number, email address and employment details are examples of information which may constitute personal information. Personal information may also include information we may collect about your individual preferences.

### Kinds of personal information that Appticon collects and holds

Personal information that may be requested includes:

- a. contact information such as your first and last name, date of birth, contact telephone number, current and valid email address and home address;
- b. information regarding your interests, experience with our services and more detailed contact preferences. This information is requested in order to tailor our subsequent communications to you and continuously improve our products and services;
- c. the contact details of third parties. If you are asked to provide details about other people, please ensure that these individuals are happy for their details to be given to Appticon and used for the purposes set out in this privacy policy (which may include using their details for marketing purposes).

### How Appticon collects and holds personal information

#### Active information collection

Personal information may be collected via our Collection Channels when you:

- a. purchase a product or download an App from Website or Mobile Application;
- b. participate in any offers, marketing activities and/or promotional activities;

- c. contact us directly via any medium including SMS (Short Message Service), MMS (Multimedia Message Service), IM (Instant Messaging) and email (“Electronic Messages”), social media platforms, mail and telephone;
- d. interact with a Website or Mobile Application for a specific purpose;
- e. browse a Website or Mobile Application generally; and
- f. sign-up to, or register an account via, any Collection Channel.

## **Passive information collection**

As you navigate through our Websites and access our Mobile Applications, certain information can be passively collected (that is, gathered without your actively providing the information) using various technologies, such as cookies, Internet tags or web beacons, and navigational data collection (log files, server logs, and clickstream data). For example, we may collect information about matters including but not limited to the date, time and duration of visits and which pages of a Website are most commonly accessed. This information is generally not linked to the identity of visitors, except where a Website or Mobile Application is accessed via links in an Electronic Message we have sent or where we are able to uniquely identify the device or user accessing a Website or Mobile Application.

We may combine your anonymous or personal visitor session information or other information collected through tracking technologies with other personal information collected from you from time to time via our Collection Channels, in order to understand and measure your online experiences and to determine what products, promotions and services are likely to be of interest to you. By accessing a Website or Mobile Application via links in an email we have sent and/or by accessing a Website or Mobile Application where you have identified yourself, you consent to the collection of such information where it is personal information.

## **Purposes for which Apticon collects, holds, uses and discloses personal information**

Personal information collected will be used for the following primary purposes:

- a. For the purposes for which it was collected (as advised in this privacy policy).
- b. For the purposes stated in a privacy collection statement on a particular Collection Channel.
- c. To maintain and improve the functionality of a Website or Mobile Application to provide better service to Website or Mobile Application visitors and users, including the compilation and analysis of statistics and trends, the provision of information to you relating to the content available on that Website or Mobile Application and any e-commerce transactions conducted via that Website or Mobile Application.
- d. To fulfil obligations in respect of any sale and purchase contract and/or any other contract between you and Apticon.
- e. To send you any technical, administrative or legal notices important to our Websites and Mobile Applications.

f. To provide you with information about your transactions (including uploading of, access to, and receipt of, content on a Website or Mobile Application and purchase transactions undertaken on a Website or Mobile Application), content, services and products.

g. To provide marketing materials, events, special offers, competitions and promotions via any medium including mail, telephone and Electronic Messages or any other form of electronic, emerging, digital or conventional communications channel.

h. To maintain our relationship with you.

i. To respond to customer enquiries.

j. To connect you with exhibitors, that are enlisted in your personal 'show bag'.

k. To obtain opinions or comments about products and/or services and to conduct other market research and development (including to record statistical data for marketing analysis).

Failure to provide personal information may result in Appticon being unable to provide you with certain content, upcoming promotion, event or product information and/or accept promotion entries (where applicable).

For the purposes described above, Appticon may share identifiable personal information with exhibitors (third parties) that have been chosen by yourself and enlisted in the 'Show bag'. Of course, any use of this information by the third parties will comply with their privacy policy. Anonymous information may be supplied to third parties, for generalised behavioural and demographic analysis.

Other trusted third parties may be engaged by Appticon to perform a variety of functions, such as fulfilling orders, conducting market research, processing credit card payments, assisting with promotions and providing technical services for our Websites and Mobile Applications. These companies may have access to personal information if needed to perform such functions. However, these companies may only use such personal information for the purpose of performing that function and may not use it for any other purpose.

Appticon recognises the trust with which you provide personal information, and except as stated in this privacy policy, such information will not be used or disclosed for any other purposes without consent. However, Appticon reserves the right to use or disclose any information, including personal information, as needed to satisfy any law, regulation or legal request, to protect the rights or property of Appticon, or any member of the public, to protect the integrity of a Website or Mobile Application, to fulfil your requests, or to cooperate in any law enforcement investigation or an investigation on a matter of public safety.

## **Contact by Appticon and third parties**

Appticon and other trusted third parties (and their directors, servants and agents), either in Australia or overseas, may contact you via Electronic Messages, telephone, post or any other form of electronic, digital or conventional communications channel using the personal information provided, in respect of the primary purposes for collection of personal information as stated above.

Appticon does not send advertising or marketing information without obtaining prior consent, for example the consent contained within this privacy policy. If you receive any form of communication from Appticon

which you do not wish to receive, you may remove your name from the database by utilising the functional unsubscribe facility.

Despite removing your name from the database from receiving future advertising and marketing information, Appticon may send you non-commercial, administrative Electronic Messages which relate to an existing user account. Non-commercial, administrative Electronic Messages may include administrative and transaction confirmations, requests and inquiries or information about a particular Appticon user account.

## **Ability of others to view information**

Appticon may provide areas on a Website or Mobile Application where you can upload user-generated content, post or provide information about yourself, communicate with other users, provide reviews for content, products and/or services or interact with or vote on particular content. This information may be publically posted on a Appticon Website or Mobile Application and/or shared with others, including without limitation, on social media platforms and other public forums in which you choose to participate. This information may become publically available and may be read, collected and used by others outside of a Appticon Website or Mobile Application. Appticon is not responsible for the conduct of others who may read, collect and use this information.

## **Children**

Appticon is very sensitive to privacy issues. Personal information will not be collected by any person who is known by Appticon to be under the age of eighteen (18) without the consent of a parent or legal guardian.

We urge parents to regularly monitor and supervise their children's on-line activities.

## **Security of personal information**

Appticon will endeavour to take all reasonable steps to keep secure any personal information recorded, and to keep this information complete, accurate and up to date. The information is stored on secure servers that are protected in controlled facilities.

## **Disclosure of personal information to overseas recipients**

In some cases, Appticon may disclose your personal information to overseas recipients, including but not limited to recipients in the United States of America, UK and New Zealand. Appticon employees and data processors are obliged to respect the confidentiality of any personal information held by Appticon. However, security of communications over the Internet cannot be guaranteed, and therefore absolute assurance that information will be secure at all times cannot be given. Appticon will not be held responsible for events arising from unauthorised access to personal information.

## **Access to personal information**

You are in control of any personal information you provide to us. If at any time, you would like to access, review, correct and/or delete the personal information we have about you, or if you would like to change

your preferences for contacts from us, you can let us know via the contact details listed below or updating your profile once logged in. Please allow 30 days for this request to be processed.

Your personal information may be stored in different locations depending upon the reason for which you originally submitted the information. The more information you can provide us about when you originally submitted your personal information, the quicker Appticon will be able to retrieve your personal information.

If requested, all reasonable steps to delete personal information will be made, except where it is required for legal reasons. Deletion of information may result in Appticon being unable to facilitate or provide you with information about certain transactions (including the uploading of, access to, and receipt of, content on a Website or Mobile Application, and purchase transactions undertaken on a Website or Mobile Application), other content, services or product information, upcoming promotion, competition or event information, and/or provide certain content, products or services.

We are not responsible for removing your personal information from the lists of any third party who has previously been provided your information in accordance with this privacy policy.

## **Links to other sites**

Our Websites or Mobile Applications may, from time to time, offer links to sites that are not operated by Appticon which may be of interest to you. Their inclusion cannot be taken to imply any endorsement or validation by us of the content of the third party website. Linked websites are responsible for their own privacy practices. If you visit one of these linked websites, you should review their privacy and other policies. We are not responsible, nor do we accept any liability, for the policies, practices and conduct of other companies linked to any Appticon Website or Mobile Application.

We may use third party advertisements on our Websites and Mobile Applications. All third party advertising, if paid for, is paid for by the relevant third party advertisers. Third party advertisements are not recommendations or endorsements by Appticon or any of its affiliates. To the extent permitted by law, Appticon is not responsible for the content (including representations) of any third party advertisement on a Website or Mobile Application. Cookies may be associated with these advertisements to enable the advertiser to track the number of anonymous users responding to the campaign.

## **Related Appticon Websites or Mobile Applications**

All Websites and Mobile Applications operated by Appticon will adhere to this privacy policy.

## **Changes to our privacy policy**

From time to time, it may be necessary for Appticon to change this privacy policy without notice. We will post any changes to this privacy policy on our Websites and Mobile Applications. Rest assured, however, that any changes will not be retroactively applied and will not alter how we handle previously collected personal information.

## **Sale of the Company**

If Appticon merges with, or is acquired by, another company, or sells all or a portion of its assets, your personal information may be disclosed to our advisers and any prospective purchaser's adviser, and may be among the assets transferred. However, personal information will always remain subject to this privacy policy.