

General Terms and Conditions of Use

These terms and conditions ("Terms") govern your relationship with Travel Guardian Pty Ltd (ACN 166 998 312) ("we", "us" or "our") in relation to the provision of goods and services.

1. SUPPLY AND GRANT OF LICENCE

1.1 Subject to the further provisions of these Terms, We will make software ("Mobile Software") available to you in order to access the service you have chosen to use ("Services") via a mobile device under your exclusive control ("Mobile Device") and We grant you a non-exclusive, non-transferable, limited licence to:

- (a) access and use the Services and Mobile Software; and
- (b) download and temporarily store the Mobile Software on the Mobile Device.

1.2 In exchange for the grant of the licence, you agree to pay a fee inclusive of GST (as defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth)) unless noted otherwise to be paid at the time of download. ("Price"):

1.3 To use the Mobile Software your Mobile Device must be compatible with the Mobile Software. We do not warrant that the Mobile Software will be compatible with your Mobile Device.

1.4 You will be issued with an account that will give you access to the Services. You will be solely responsible for the activity that occurs on your account and will need to keep your account secure. We recommend that when selecting passwords you use a combination of upper and lower case letters, numbers and symbols and do not use combinations of numbers such as birthdates. You are required to notify Us immediately of any breach of security or unauthorised access to, or use of your account.

2. USER CONTENT

2.1 The Services allow you to post your own content such as profile information, comments, photos, videos and other information on the Services for other users to access ("User Content").

2.2 You agree not to post any User Content that could reasonably:

- (a) create a risk of harm, loss, defamation, physical or mental injury, emotional distress, death or disability to you or any other user of the Services; or
- (b) create a risk of loss or damage to any person or property.

3. USER CONTENT LICENCE GRANT

By posting any User Content on the Services, you expressly grant and you represent that you have all rights necessary to grant, to Us a royalty free, perpetual, non-exclusive, worldwide licence to use, reproduce, modify, publish, edit, translate, distribute, publicly display and make derivative works of all User Content and your name, voice and/or likeness as contained in your User Content in whole or in part and in any form, media or technology whether now known or hereafter developed for use in connection with the Services

4. SUSPENSION OR MODIFICATION OF THE SERVICES

4.1 We may discontinue or revise all aspects of the Services at our sole discretion and without prior notice to You.

4.2 We may suspend access to the service, in whole or in part, until further notice, with immediate effect:

- (a) to periodically maintain or improve the Services or Mobile Software;
- (b) To comply with any order, instruction or request of any government, any emergency services organisation, or other competent judicial, administrative or regulatory authority;
- (c) if we believe that the Services are or may be used in such a way as may constitute a breach of these Terms; or
- (d) if you fail to pay all or part of any of the Price.

4.3 We will endeavour, where possible, to provide you with reasonable notice of such suspension.

4.4 While We will use Our best endeavours to minimise disruption of the Services, unscheduled outages may occur from time to time.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 All intellectual property rights in the Mobile Software and the Services are and remain the exclusive property of Us or third party suppliers as the case may be. When using the Mobile Software and the Services you must comply with the law including, without limitation, copyright laws.

5.2 Unless permitted by law or as otherwise expressly permitted in these Terms, you must not, nor must you authorise any third person to:

- (a) reproduce, copy, download, scrape, store, publish, transmit, transfer, communicate, distribute, disseminate, sell, rent, lend, or otherwise use the Mobile Software or the Services in any form or by any means;
- (b) modify or make any alterations, additions or amendments to any part of the Mobile Software or Services;
- (c) make the service available to any person other than an authorised user;
- (d) reverse engineer, decompile, disassemble or otherwise attempt to discern the source code of the components of the Mobile Software, Services or any portion of the said components;
- (e) remove, alter, circumvent or tamper with any trademarks, copyright notices, copyright protection devices, disclaimers or other legal notices;

(f) combine the whole or any part of the data available on the Services or the Mobile Software with any other software, data or material;

(g) store or use any part of such data in an archival database or other searchable database.

6. CANCELLATIONS AND REFUNDS

You may cancel the Services at any time however there are no refunds for any unused time.

7. WARRANTIES AND GUARANTEES

7.1 If you are a “Consumer” for the purposes of Schedule 2 of the Competition and Consumer Act 2010 (“Australian Consumer Law”) certain guarantees may be conferred on you and certain remedies may be conferred on you which cannot be excluded, modified or restricted.

7.2 Except as set out elsewhere in these Terms, We do not make any warranties or representations regarding the Services or Mobile Software. All warranties, conditions, rights and guarantees implied by any statute or other law are expressly excluded. Where Our liability cannot be excluded by operation of any statute including the Competition and Consumer Act 1974 (as amended) and the Australian Consumer Law, Our liability shall be limited to the cost of replacing the defective Mobile Software or resupplying the Services, the cost of obtaining equivalent Mobile Software, or the cost of repairing the Mobile Software at Our discretion.

7.3 Our liability for any loss or damage arising out of or in connection with the supply, resupply, use or reuse of the Services or Mobile Software, howsoever arising and whether for Our breach of contract, negligence or otherwise, including without limitation loss of revenue, profits, goodwill, property damage, opportunities or loss of anticipated savings or other loss or damage or otherwise is limited to the Price. We are not liable for any advice, recommendation, representation, warranty, condition or term whether express or implied or written or verbal unless it is specified in these Terms.

7.4 Subject to clauses 7.1, 7.2 and 7.3, and to the maximum extent permitted by law, the Mobile Software and Services are provided on an “as is”, “as available” basis and unless expressly stated to the contrary in these Terms, We exclude all representations, warranties or guarantees, whether implied by statute trade or otherwise, including without limitation that the Services and Mobile Software will be complete or free from errors or that information will continue to be available to Us to enable to keep the Services and Mobile Software up to date. Use of the Services and the Mobile Software is done at your own risk.

8. LIMITATION OF LIABILITY

8.1 Subject to clause 7 above, and to the maximum extent permitted by law, the Covered Party (as defined below) shall not be liable for any loss, injury, claim, liability or damage resulting in any way from

(a) any errors in or omissions from the Services or Mobile Software;

(b) the unavailability or interruption to the supply of the Services or any features thereof or any Mobile Software;

(c) your use or misuse of the Services or Mobile Software (regardless of whether you received assistance from a Covered party in using or misusing the Services or Mobile Software);

(d) your use of any equipment or Mobile Device with the Services;

(e) the content of the Services or Mobile Software;

(f) any delay or failure in performance beyond the reasonable control of a Covered Party; or

(g) any negligence of a Covered Party or its employees, contractors or agents in connection with the performance of Our obligations under these Terms (other than liability for death or personal injury).

8.2 “Covered Party” means:

(a) Us, Our affiliates, and any officer, director, employee, subcontractor, agent, successor or assign of Us or Our affiliates; and

(b) each third party supplier of material or services, their affiliates, and any officer, director, employee, subcontractor, agent, successor or assign of any third party supplier of materials or services or their affiliates.

8.3 Our liability to you for loss or damage of any kind (including loss or damage caused by negligence) is reduced to the extent that you caused or contributed to that loss or damage.

8.4 Subject to clause 7 and to the maximum extent permitted by law, the aggregate liability of the Covered Parties whether for breach of these Terms or in tort (including negligence) or for any other common law or statutory cause of action shall not exceed the lesser of your actual direct damages or the Price.

8.5 Subject to clause 7, the Covered Parties shall not be liable for any special, indirect, incidental or consequential loss including without limitation loss of revenue, profits, goodwill, property damage, opportunities or loss of anticipated savings or other loss or damage of any kind whatsoever (including without limitation, legal fees) in any way due to, resulting from or arising in connection with the Services, Mobile Software, or the failure of any Covered Party to perform its obligations, regardless of any negligence of any Covered Party.

8.6 While reasonable efforts are made to keep the Mobile Software and Services up to date, you should obtain independent verification or advice before relying on any piece of information in circumstances where loss or damage may result.

8.7 Any password or identification number issued by Us to an authorised user is personal and confidential to that user. If We suspect that any password or identification number is being used by an unauthorised user or a different authorised user to the person to whom it was issued, that password and identification number will be cancelled.

9. ADVICE AND REPRESENTATION

Any advice, recommendation, representations, information, assistance or service provided by Us in relation to Services or Mobile Software supplied or created by Us in respect of their use or application is given in good faith. It shall be your responsibility to confirm the accuracy and reliability of the same in light of the use to which you make or intend to make of the Services and Mobile Software. You acknowledge that for all purposes whatsoever you have relied entirely on your own knowledge, skill and judgement in selecting and ordering the Services and Mobile Software.

10. FORCE MAJEURE

We are not liable to you for default or delay in performing Our obligations under these Terms caused by any event which could not be avoided by the taking of reasonable precautions including, without limitation, fire, strike, industrial disturbance, riot, war, act of God and governmental order or regulation (whether known to the party at the time of acceptance of these Terms or not). Our obligations are suspended for the period that the Force Majeure event prevents the performance of Our obligations under these Terms.

11. LINKS TO THIRD PARTY WEBSITES

11.1 Our website, Mobile Software or the Services may include links to other web sites or services. We have no control over any web sites or external links which are provided by companies or persons other than Us.

11.2 We are not responsible for the availability of any such external sites or resources, and do not endorse any advertising, products or other materials on or available from such web sites or resources.

11.3 You acknowledge and agree that We are not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources.

12. PRIVACY

12.1 Our Privacy Policy is incorporated into these Terms and can be found at <http://www.getgroupconnect.com/privacy>

12.2 While We will use Our best endeavours to protect any information you provide to Us at any time, including without limitation when creating your account for the Mobile Software or using the Services, any additional information you choose to provide to third parties and other users when using the Mobile App or the Software is done so at your own risk and it shall be your responsibility to ensure you are satisfied with providing additional information to third parties and other users of the Software and Mobile App. Providing additional information to other users of the Mobile App or the Software can occur in circumstances including, but not limited to, when you add other users to your friend groups or other online networks. You acknowledge that for all purposes whatsoever you have relied entirely on your own knowledge, skill and judgement in providing any additional information to third parties or other users when using the Mobile App or the Mobile Software.

12.3 If you are setting up an account for a child under 15 years of age you must first complete a Parental Consent Form which can be found at <http://www.getgroupconnect.com/parentalconsentform>

13. GENERAL

13.1 You warrant that in entering into and performing these Terms you comply with all applicable laws of Australia and without limiting this clause you indemnify Us against all costs claims, expenses or other liability arising out of or in connection with a breach of this clause.

13.2 These Terms will be enforced to the fullest extent possible permitted by the applicable law. If anything in these Terms is unenforceable, illegal or void, then it is severed and the rest of these Terms remain in force.

13.3 These Terms constitute the entire agreement between the parties concerning the subject matter of these Terms and supersede all previous communications, representations, inducements, undertakings, agreements or arrangements between the parties.

Arbitration

14. ARBITRATION

Any dispute or difference whatsoever arising out of or in connection with these Terms shall be submitted to arbitration in accordance with, and subject to, The Institute of Arbitrators & Mediators Australia Rules for the Conduct of Commercial Arbitrations.

15. APPLICABLE LAW

These Terms are governed by the law of the State of Western Australia. The parties agree to submit to the exclusive jurisdiction of the courts of Western Australia.

Effective February 2015