RIPPLE CONNECT PTY LTD TRADING AS "RIPPLE"
"RIPPLE" SOFTWARE APPLICATION & WEBSITE

TERMS OF SERVICE

RIPPLE CONNECT PTY LTD T/A RIPPLE

"RIPPLE" SOFTWARE APPLICATION & WEBSITE - TERMS OF SERVICE

The "Ripple" mobile application (the **"Application"**) and the Ripple website located at www.ripple.com.au (the **"Website"**) is controlled and operated by Ripple Connect Pty Ltd (**"Ripple"**).

The terms and conditions set out below (the "**Terms of Service**") apply to use of the Application and/or the Website (jointly and severally the **"Platform"**) by **Users**. **Please read these Terms of Service carefully before using the Platform.**

The Platform is available for Users to use conditional on their acceptance of the Terms of Service. **By accessing or using the Platform, Users agree to be legally bound by these Terms of Service, just as if Users had signed an agreement with Ripple.**

Ripple reserves the right to amend these Terms of Service at any time. Notice of any amendments will be displayed on the Website and Users will be prompted to agree to any amendments to the Terms of Service on the Application. The continued use of the Platform by a User following such alterations to the Terms of Service shall constitute acceptance that User of those alterations. Users should familiarise themselves with the Terms of Service and check for updates regularly. **If a User does not agree to the Terms of Service, that User should stop accessing or using the Platform immediately.**

A.   DEFINITIONS

*Where a definition is used for the first time in the Terms of Service, it will appear in **Bold Capitalised Text**.*

"**Completor**" is a person who is directly interacting with the Platform for the purpose of completing an Assessment set by the Assessor in relation to themselves or a Non-User.

"**Assessment**" is the process of Ripple analysing and processing information that is supplied to Ripple on the Platform which results in the production of a Report.

"**Assessor**" is a person who conducts an Assessment via the Platform which is completed by a Completor.

"**Content**" means all content on the Platform including without limitation text, photographs, logos, names, designs, information, Personal Information, data, drawings, links, video recordings and audio recordings.

"Intellectual Property" means all intellectual property and quasi-intellectual property rights (past, present and future) conferred by law (whether registered or unregistered) including without limitation business names, trade marks, patents, designs, trade secrets, computer programs, databases, inventions, copyright, circuit layout, moral rights and all proprietary rights and all other intellectual property defined in Article 2 of the Convention establishing the World Intellectual Property Organisation (July 1967).

"Non User" means a person that is supplying Personal Infromation to a User in connection with an Assessment but is not directly interacting with or inputting Personal Information into the Platform.

"Personal Information" has the same meaning as in our Privacy Policy.

"**Privacy Act**" means the *Privacy Act 1988* (Cth) as amended by the *Privacy Amendment Act 2000* (Cth) and the *Privacy Amendment (Enhancing Privacy Protection) Act 2012* (Cth)

"**Privacy Policy**" means the privacy policy for the Platform as amended or updated from time to time.

"Report" is a report that is generated on the Platform following an Assessment.

"User" is a person who directly uses and interacts with the Platform including without limitation Assessors, Assessees and persons just browsing the Platform, but excludes Non Users.

"**User Content**" means any Content shared via, or submitted or uploaded to, the Platform by a User of the Platform with a User Account (as defined in clause 3.1) and also includes Personal Information belonging to a Non User that is uploaded to the Platform by a User.

B.   TERMS OF SERVICE

1.   Application of Terms of Service

1.1   These Terms of Service apply to all Users of the Platform. By visiting, viewing, browsing, accessing or otherwise using the Platform, Users accept and agree to comply with these Terms of Service.

2.   Description of Platform

2.1   The Platform provides the means for Users to conduct **Assessments** in relation to the health, wellbeing and/or performance of individuals, groups, businesses, organisations, products and services.

2.2   Users with the requisite permissions on the Platform will be able to conduct Assessments on the Platform.

2.3   After an Assessment is completed, the Platform will analyse the data collected as part of the Assessment and produce a **Report**.

2.4   Ripple reserves the right to introduce additional functions on the Platform or alter existing functions on the Platform at any time.

3.   Licence to use Platform and Eligibility

3.1   Provided a User complies with the Terms of Service, Ripple agrees to grant the User a limited, personal, non-exclusive, non-transferable, conditional and revocable licence to view, access and use the Platform on any device that a User owns and controls.

3.2   Users are permitted to use the Platform at any age. However, Ripple asks that, as part of responsible parenting, parents or legal guardians exercise due supervision of their children's use of the internet and approve their children accessing the Platform.

4.   User Account

4.1   In order to access any functionality of the Platform, Users must register a user account on the Platform ("**User Account**").   A User of the Platform without a User Account will have no ability to access the functionality of the Platform.

4.2   When a User registers a User Account, they must provide some or all of the following details:

    a.   Name;
    b.   Professional or residential address;
    c.   E-mail address;
    d.   Telephone number;
    e.   Occupation;
    f.   Gender;
    g.   Age; and

h.   Date of birth.

4.3   Where a User registers a User Account, Ripple agrees to grant that User a limited, personal, non-exclusive, non-transferable, conditional and revocable licence to view, access and use additional features of the Platform as a User via their User Account.

4.4   Users will be required to create a unique password to obtain access to their User Account ("**Password**"). Users are responsible for maintaining the confidentiality of their Password and undertake not to allow the security of their User Account to be compromised through misuse of their Password. Users must immediately notify Ripple of any suspected misuse of their Password.

4.5   To use the Platform and create a User Account, Users may be required to pay certain fees as set by Ripple from time to time ("**Fees**"). For further details about Fees for use of the Platform, please visit the following webpage: www.ripple.com.au.

4.6   Users may choose to provide a photograph or image when they register their User Account. The photograph or image provided will be displayed with a User's User Account on the Platform.

4.7   Users agree that Ripple may send e-mails to their nominated e-mail address for their User Account for the purpose of receiving any notifications from the Platform, including (but not limited to) notifications to conduct an Assessment on the Platform.

4.8   Ripple maintain the right in its sole unfettered discretion to refuse to register a User Account or terminate or suspend a User Account.

4.9   Users agree to not transfer any User Account to any other person, or allow access to their User Account by another person unless expressly authorised by Ripple or these Terms of Service.

4.10   There are a range of User Accounts that can be created on the Platform, which will each have different permissions to use and access the functionality of the Platform as determined and modified by Ripple from time to time. For example, some types of User Accounts will have the permission to create and conduct Assessments on the Platform.

4.11   Businesses, groups and other organisations (each an "**Organisation**") are able to create User Accounts via the Platform specifically for use by their Organisation (each an "**Organisation Account**"). If a User is the first person setting up the Organisation Account on behalf of an Organisation, they will be provided with the first User Account connected with the Organisation Account, and will be referred to as the "**Founding Admin**" for the purpose of these Terms of Service.

4.12   The Founding Admin will have the ability to send invitations to other members or affiliates of the Organisation to create User Accounts (with the desired User permissions) which are linked to the Organisation Account on the Platform.

4.13   The Organisation will be permitted to allow their nominated representatives (ie. employees, contractors, managers) to access and use the Organisation Account on their behalf, however the Organisation will agree to remain entirely responsible and liable for all conduct connected with their Organisation Account. For this reason, Ripple recommends that the Founding Admin creates a separate User Account for each of an Organisation's nominated representatives with the desired permissions for use and access to the Organisation Account.

5.   Assessment Process

5.1   An **Assessor** may conduct an Assessment to be completed by a **Completor** via the Platform.

5.2   It is possible for:

a. The Assessor and Completor to be the same User;

b. A Completor to complete an Assessment on behalf of themselves;

c. A Completor to complete an Assessment on behalf of or about another User or a **Non User**.

5.3 The Platform provides a number of pre-existing templates for use as Assessments. Assessors can also request customised Assessments, which RIpple will create within a reasonable time of making such request. The subject matter of Assessments conducted via the Platform will vary.

5.4 After an Assessor conducts an Assessment, which is completed by a Completor, the Platform will produce a Report. Users with the requisite permissions to view the Report will be able to view the Report and otherwise use the Report in accordance with clause 9.5.

6. E-Commerce and Payment

6.1 The Platform may allow a User to pay for Fees (defined above) using a credit card that they warrant having the authority to use. Users who use a credit card to pay for Fees will be asked to provide true and accurate billing information (including where relevant, the name of the credit card holder, billing address, date of expiry and CVC code) and also be required to provide a form of verification to establish that they are the genuine credit card holder.

6.2 The Platform may also allow the payment of Fees by electronic funds transfer (EFT) into a bank account nominated by Ripple. In that event, Ripple will issue and send a tax invoice to a User via the nominated e-mail address on their User Account. A User must pay any invoices within 14 days from the date in which they are issued to them by Ripple (or other date list on the invoice). Ripple reserves the right to suspend access to the User Account of a User until all outstanding invoices are paid.

6.3 It is the responsibility of a User to keep their User Account and credit card details secure when using the Platform. If a User suspect that an unauthorised person has accessed their User Account, they should notify Ripple and their card issuer immediately.

6.4 A User's card issuer agreement will govern the use of their designated credit card with the Platform, and will determine their rights and liabilities as a card holder.

7. Privacy

7.1 When operating the Platform, Ripple shall collect, handle and use **Personal Information** belonging to Users and Non Users in accordance with its **Privacy Policy** *(link)*. Users agree that these Terms of Service also include the Privacy Policy, which is incorporated into these Terms of Service by reference.

7.2 Users must not complete Assessments on behalf of or about any Non User unless that Non User first consents to Ripple collecting, handling and using their Personal Information in accordance with the Privacy Policy.

7.3 Users must also comply with the **Privacy Act** when collecting, handling and using Personal Information in connection with the Platform.

8. Code of Conduct

8.1 Access to, and use of, the Platform by Users is subject to conditions. Violation of any of the below conditions will entitle Ripple to refer the matter to the relevant authorities and/or take any other appropriate action in Ripple's sole discretion.

8.2 Users must treat Ripple, the Platform and all **Content** with reverence, courtesy and respect. Users must not disparage Ripple or deface or alter any Content in any manner.

8.3 In addition to the foregoing, Users agree that they shall not:

    a. Use the Platform for any purpose that is illegal, unlawful or prohibited by these Terms of Service;

    b. Interfere or attempt to interfere with, or obtain or attempt to obtain unauthorised access to, the Platform or any Content through hacking, use of automated devices, scripts or bots, or other illegitimate means;

    c. Scrape or otherwise obtain any data from the Platform for any purpose or use any Content to spam third parties;

    d. Interfere or attempt to interfere with the proper working of the Platform, or with any other person's use of the Platform, including by transmission of viruses, malware or any code of a disruptive or destructive nature; and/or

    e. Impersonate any person or entity, solicit money from other Users or engage in any fraudulent activities via the Platform, either directly or via third-party software.

8.4 Users are to comply with all laws and regulations applicable or relevant to the use of the Platform ("**Laws**"). Users must also comply with all applicable or relevant regulations, industry and professional codes of conduct and other relevant laws when conducting and completing Assessments using the Platform ("**Industry Regulations**"). Users are solely responsible for their conduct in the course of using the Platform.

8.5 Users are solely responsible for uploading and distribution of all **User Content**. Ripple takes no responsibility whatsoever for any User Content.

8.6 Users warrant that their User Content does not contain any:

    a. Obscene, blasphemous, hateful, violent, bullying, discriminatory or threatening language; including without limitation content that creates a risk of personal injury or property damage or makes any threat to people or public safety;

    b. Sexually explicit or pornographic content, content that exploits or presents minors in a sexual way or intimate content uploaded without the subject's consent;

    c. Illegal, false, fraudulent, misleading or deceptive conduct, including but not limited to blackmail, extortion, financial or personal scams and attempts to impersonate others;

    d. Content that infringes the personal or proprietary rights of others, including but not limited to intellectual property rights and rights to privacy;

    e. Content that expresses support or endorsement of terrorist or organised criminal activity or contains instructional information about illegal activities;

    f. Hate speech, including content that attacks people based on their race, ethnicity, religious beliefs, sexual orientation, nationality, sex or gender identity or any other discriminatory characteristic;

    g. Offers to buy or sell regulated goods such as firearms, alcohol and tobacco, illegal and prescription drugs, gambling services and sexual or escort Platform and related and similar goods or services; and

h. Spam, publicity or promotion of commercial activities or commercial content not specifically authorised by Ripple.

8.7 Users further warrant the following:

a. User Content contributed by a User does not infringe legislation or regulations of any applicable jurisdiction (including without limitation the jurisdiction in which a User is using the Platform). Users agree that any legal consequences arising from a claim or action for infringement of any such legislation or regulation are their sole responsibility and they are wholly liable;

b. Users will not infringe the rights of any other person or act in a way that constitutes a breach of any agreement they may have with any person by contributing User Content to the Platform;

c. Users will comply with all Laws and Industry Regulations when using the Platform; and

d. Users have the full capacity to agree to be legally bound by these Terms of Service and to provide the warranties regarding User Content set out in clauses 8.6, 8.7 and elsewhere in these Terms of Service.

9. Intellectual Property

9.1 The **Intellectual Property** subsisting in any aspect of the Platform including without limitation text, graphics, artwork, logos, software, trade marks, designs, copyright, compilations, algorithms, video recordings and audio recordings, as well as the structure, layout, user interface and "look and feel" of the Platform, Reports, but excluding User Content ("**Platform IP**"), is exclusively owned and controlled by Riple and/or its third party affiliates, licensors and/or licensees, and is protected by Australian and international law governing intellectual property rights. The Platform IP remains Ripple's exclusive property throughout the world in perpetuity.

9.2 Users are not permitted to save, download, reproduce, display, copy, alter, conceal, adapt, perform, transmit, broadcast, sell, license or otherwise exploit any Platform IP unless they have express prior written authorisation from Ripple. Any unauthorised use of Platform IP by Users is strictly prohibited.

9.3 Subject to clause 9.5, Users will retain exclusive ownership and control of any Intellectual Property subsisting in any User Content which they share via, or submit or upload to, the Platform.

9.4 Users hereby grant to Ripple a perpetual, non-exclusive, fully paid, royalty-free, transferable, sub-licensable, non-revocable, worldwide licence to reproduce, exploit or otherwise use, copy, reproduce, process, adapt, modify, publish, transmit, exploit, display and distribute any User Content which they share via, or submit or upload to, the Platform in any and all media at Ripple's sole discretion. Notwithstanding the foregoing, Ripple confirms that it will handle all User Content containing Personal Information in accordance with the Privacy Policy.

9.5 Ripple hereby grants to Users with the requisite permissions to view Reports, a non-exclusive, fully paid, royalty-free, worldwide licence to:

a. Reproduce and print the Reports;
b. Distribute Reports to other members within their Organisation;
c. Use the Reports for their internal business purposes; and
d. Otherwise use the Reports as expressly authorised by Ripple.

10. Disclaimers & Limitation of Liability

10.1 Except for liability in relation to breach of any implied condition, warranty or guarantee including under the *Competition and Consumer Act 2010 (Cth)* the exclusion of which from a contract would contravene

any statute or cause any part of these Terms of Service to be void ("**Non Excludable Conditions**")*,* to the extent permitted by law, Ripple, its officers, directors, shareholders, successors in interest, employees, agents, subsidiaries and affiliates disclaim all liability for all loss or damage (actual, special, direct, indirect and consequential) or every kind relating to a User's use of the Platform as well as all warranties, guarantees, representations or specific promises as to the functionality, reliability or availability of the Platform, including warranty of fitness for purpose. Ripple takes no responsibility for any error, interruption or defect resulting from technical fault or otherwise, and Users acknowledge and agree that their use of the platform is on an "as-is" basis to the extent permitted by law. Ripple reserves the right to perform maintenance of the Platform without notice to Users. To the extent permitted by law, Ripple's liability for breach of any Non-Excludable Condition is restricted, at Ripple's option, to the re-supply or paying for the cost of resupplying access to the Platform.

10.2   Ripple is not responsible for User Content or other material that is created, or otherwise appears via the Platform. Ripple does not endorse, support, represent or guarantee the accuracy, completeness or reliability of User Content appearing on the Platform and takes no responsibility for User Content submitted via the Platform, but maintains the right (without providing any notice to the User Account that uploaded the User Content or any other User Account) to remove, block, edit or monitor any User Content at Ripple's sole discretion, whether publicly viewable or otherwise.

10.3   The Platform may from time-to-time host hyperlinks to third-party web services or host third-party information or content on the Platform. All third-party content is the responsibility of its author, and Ripple does not endorse or represent the views or opinions contained therein. Ripple is not responsible for any material contained on third-party web services and any dealings between Users and third parties are Users' sole responsibility.

10.4   Subject to the application of any Non Excludable Conditions, Users hereby release Ripple from all claims and Ripple is not responsible nor liable for any injury, illness, direct or indirect damage, loss (financial, reputational or otherwise) or consequential, exemplary or aggravated damages arising from any of the following matters ("**Platform Matters**"):

a.   The use of, or inability to use, the Platform by Users;

b.   Any failure by Ripple or other third parties to provide any information, service, feature or functionality via the Platform;

c.   Any unauthorised submission of information to the Platform;

d.   Statements or conduct of any third party using the Platform;

e.   Use of third-party services (including any sharing to third-party websites) in conjunction with the Platform by Users;

f.   Any communication or interaction between Users via the Platform, whether online or offline;

g.   Any User Content that is created, or otherwise appears, via the Platform; and

h.   Where a User fails to comply with any Law, Industry Regulation or the Privacy Act when dealing with Personal Information in connection with the Platform,

i.   Users hereby acknowledge and confirm that they are on notice of Ripple's disclaimer of warranties and limitation of liability set forth in this clause or elsewhere in these Terms of Service ("**Disclaimers & Limitations**") and expressly agree to these Disclaimers and Limitations as a condition of using the Platform.

j.   In the event any part of the Disclaimers & Limitations is not enforceable for any reason, then Ripple's

maximum aggregate liability arising from or relating to any claim (or series of related claims) by a User, howsoever arising (including from or relating to the provision by Ripple of the Platform or any associated services, or the conduct of any Users) shall not exceed the price paid for Fees by that User to Ripple to use the Platform in the past 12 months.

11.   Indemnities

11.1   As a further condition of using the Platform, each User must indemnify Ripple against all quantifiable and reasonable loss and/or damage suffered by Ripple as a direct result of Users breaching a term of these Terms of Service.

12.   Jurisdiction & Choice of Law

12.1   These Terms of Service are governed by and construed in accordance with the laws of the State of Victoria, Australia without giving effect to any conflict of laws principle applicable in other jurisdictions. Any claim, cause of action or dispute arising out of these Terms of Service or relating to the use of the Platform will be resolved exclusively in the Supreme Court of Victoria or applicable lower court, and Users agree to submit to the personal jurisdiction of such courts for the purpose of litigating such claims.

13.   Termination

13.1   Ripple may terminate a User's access to the Platform provided to them at any time, at Ripple's sole discretion, without notice to that User, if Ripple has reason to believe that that User has failed to comply with these Terms of Service, or for any other reason.

13.2   Users may terminate these Terms of Service by ceasing to use the Platform and requesting their User Account to be deleted in writing to Ripple. Upon ceasing use of the Platform and deletion of the relevant User Accounts, Users agree that they will cease to have access to all Content uploaded by them to the Platform and that Ripple shall be under no obligation to store their User Content and to provide them with future access to such User Content.

13.3   Notwithstanding clauses 13.1 and 13.2:

a.   Any Personal Information (as defined in the Privacy Policy) or non-personal statistical information collected under these Terms of Service and the Privacy Policy may continue to be stored, used or disclosed within the scope of the purposes described in the Privacy Policy; and

b.   Ripple may store any User Content on its servers at its discretion, whereby its rights under clause 9.4 shall continue in perpetuity.

14.   Miscellaneous

14.1   Users are not permitted to transfer or assign these Terms of Service, or any right or obligation under these Terms of Service, to any third party without Ripple's express prior written consent. Ripple is free to assign these Terms of Service and its rights and obligations under these Terms of Service in its sole discretion.

14.2   In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provisions of these Terms of Service and these Terms of Service shall be construed as if such provisions had never been contained herein.

14.3   The fact that a party fails to do, or delays in doing, something the party is entitled or obligated to do under these Terms of Service, does not amount to a waiver of any obligation of, or breach of obligation by, any other party.

14.4 Users agree that no agency, joint venture, employee-employer, partnership or other similar relationship is created between them and Ripple by virtue of these Terms of Service.