

## Privacy Policy for Children Under The Age of 13

Last modified: 28 May 2020

The Children’s Online Privacy Protection Act of 1998 and its rules (collectively, “COPPA”) require us to inform parents and legal guardians (as used in this policy, “**parents**”) about our practices for collecting, using, and disclosing personal information from children under the age of 13 (“**children**”). It also requires us to obtain verifiable consent from a child’s parent for certain collection, use, and disclosure of the child's personal information.

This policy notifies parents of:

- The types of information we may collect from children.
- How we use the information we collect.
- Our practices for disclosing that information.
- Our practices for notifying and obtaining parents’ consent when we collect personal information from children, including how a parent may revoke consent.
- All operators that collect or maintain information from children through the Frasil Platform.

This policy only applies to children under the age of 13 and supplements our [general privacy policy](#). Only our general privacy policy applies to teens and adults.

Terms that are defined in the general privacy policy have the same meanings as used in this Privacy Policy for Children Under the Age of 13. Terms that are not defined herein have the meanings assigned to them in the [Terms of Use](#).

### **Information We Collect From Children**

Children can access many parts of the Service and its content and use many of its features without providing us with personal information. However, some content and features are available only to registered users and require us to collect certain information, including personal information, from them. In addition, we use certain technologies, such as cookies, to automatically collect information from our users (including children) when they visit or use the Service.

We only collect as much information about a child as is reasonably necessary for the child to participate in an activity, and we do not condition his or her participation on the disclosure of more personal information than is reasonably necessary.

**Information We Collect Directly.** A child must provide us with the following information to register on the Frasil Platform: the child’s first name, last name, a mobile or cell phone number and an email address. We also require the child to create a member name and password. We may request additional information from your child, but this information is optional. We specify whether information is required or optional when we request it.

**Automatic Information Collection.** We use technology such as cookies, flash cookies, and web beacons, to automatically collect information from our users, including children, when they access and navigate through the Service and use certain of its features.

We do not collect personal information automatically, but we may tie this information to personal information about you or your child that we collect from other sources or you provide to us.

For information about our automatic information collection practices, including how you can opt out of certain information collection, see the [“Information we collect through automatic data collection technologies”](#) and [“Choices About How We Use and Disclose Your Information”](#) sections of our general Privacy Policy.

### **How We Use Your Child’s Information**

We use the personal information we collect from your child to:

- Register him or her with the Service.
- Communicate with him or her about activities or features of the Service that may be of interest.
- Allow him or her to use the communication and messaging features of the Service.

We use the information we collect automatically through technology (see Automatic Information Collection) and other non-personal information we collect to improve our Service and to deliver a better and more personalized experience by enabling us to:

- Estimate our audience size and usage patterns.
- Store information about the child’s preferences, allowing us to customize the content according to individual interests.
- Speed up your searches.
- Recognize the child when he or she returns to the Frasil Platform.

### **Our Practices for Disclosing Children’s Information**

We do not share, sell, rent, or transfer children’s personal information other than as described in this section.

We may disclose aggregated information about many of our users, and information that does not identify any individual or device. In addition, we may disclose children’s personal information:

- To third parties we use to support the internal operations of our Service and who are bound by contractual or other obligations to use the information only for such purpose and to keep the information confidential.
- If we are required to do so by law or legal process, such as to comply with any court order or subpoena or to respond to any government or regulatory request.
- If we believe disclosure is necessary or appropriate to protect our rights, property, or safety, our customers or others, including to:

- protect the safety of a child;
  - protect the safety and security of the Service; or
  - enable us to take precautions against liability.
- To law enforcement agencies or for an investigation related to public safety.

In addition, if we are involved in a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding or event, we may transfer the personal information we have collected or maintain to the buyer or other successor.

### **Accessing and Correcting Your Child's Personal Information**

At any time, you may review the child's personal information maintained by us, require us to correct or delete the personal information, and/or refuse to permit us from further collecting or using the child's information.

You can review, change, or delete your child's personal information by:

- Logging into your child's account and visiting his or her account profile page.
- Sending us an email at [privacy@frasil.com](mailto:privacy@frasil.com). To protect your privacy and security, we may require you to take certain steps or provide additional information to verify your identity before we provide any information or make corrections.

### **Operators That Collect or Maintain Information from Children**

A list of all operators and their full contact information (postal address, phone number, and email address) that may collect or maintain personal information from children through the Service follows:

Operator: Frasil Group Pty Limited ACN 169 813 085, an Australian registered company  
Email: [privacy@frasil.com](mailto:privacy@frasil.com)  
Phone: +61 (0)2 9993 3850  
Address: Level 12, 111 Elizabeth Street, Sydney, NSW 2000, Australia

Please direct your inquiries about any operator's privacy practices and use of children's information to such operator at its contact information.

## Frasil - Privacy Policy

Last Updated: 28 May 2020

Frasil Group Pty Ltd and its affiliates operating under the Frasil name in other jurisdictions (together referred to as “**Frasil**”, “**we**”, “**our**”, “**us**”), are committed to protecting your privacy.

This privacy policy (“**Privacy Policy**”) sets out how we handle the information we collect directly from you when you provide it to us or automatically when you use the Frasil Platform, including information obtained through third parties. In particular, this Privacy Policy sets out how we will handle any personal information that is disclosed, collected or otherwise handled in connection with the Frasil website (www.frasil.com) and all associated features, content and software applications (the “**Frasil Platform**”).

### **Acceptance of the Privacy Policy; Changes**

This Privacy Policy is incorporated into and is subject to the Frasil Terms and Conditions (“**Terms**”) for the Frasil Platform. Capitalized terms used but not defined herein are defined in the Terms. If you do not agree to the Terms or this Privacy Policy, please do not provide us with any information and do not use the Frasil Platform, the Website, our Services, or download and install our mobile application(s) (“**App(s)**”), or our Services. You can find our [Terms and Conditions here](#):

This Privacy Policy may change from time to time and it is therefore important that you review it regularly. For all registered Users, any change to this Privacy Policy will become effective ten (10) days after we notify you about the changes, provided that you still continue to use the Frasil Platform. For all visitors, all changes will be effective upon posting. You can determine when the Terms or the Privacy Policy were last revised by referring to the “Last Updated” legend at the top of the page. By continuing to use the Frasil Platform subsequent to us making available an amended version of this Privacy Policy and notifying you about it, you thereby acknowledge, agree and consent to such amendment.

### **What personal information do we collect?**

**Personal information** means information or opinion about an individual, or an individual who is reasonably identifiable (whether the information or opinion is true or not, and whether the information or opinion is recorded in a material form). Personal Information includes any information that may be used, either alone or in combination with other information, to personally identify an individual, including, but not limited to, a first and last name, a personal profile, an email address or other contact information.

We may collect and use different kinds of information in the course of providing the services which we have grouped together as follows:

- **Contact information:** includes your name, age, phone number, email address and your physical address;
- **Transaction information:** includes details about payments from you and other details of products and services you have purchased from us;
- **Profile information:** includes user generated information made available by social network services such as names, comments, posts, images or preferences, feedback and survey responses;
- **Sensitive information:** includes information or an opinion, that is also personal information about health or a disability (at any time) of an individual. It also includes racial or ethnic origin, religious and philosophical beliefs, political or sexual orientation information;

- **Technical information:** includes username and passwords, internet protocol (IP) address, your login data, browser type, time zone setting and location, third party access tokens and other technology on the devices you use to access the Frasil Platform;
- **Usage information:** includes information about how you use the Frasil Platform, the types of content you interact with, the frequency and duration of time that you use the Frasil Platform’s products and services; and any other platforms from which you link to us;
- **Content information:** this includes the content of communications, people you are connected to and how you interact with them (such as people you communicate with or groups that you select to join), interactions between offerings including your preferences and choices;
- **Marketing information:** includes your preferences in receiving marketing communications from us; and any other personal information that you provide to us either directly or indirectly when using the Frasil Platform.

### **Your California Privacy Rights**

If you are a California resident, California law may provide you with additional rights regarding our use of your personal information.

California’s “Shine the Light” law (Civil Code Section § 1798.83) permits users of our platform that are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please contact our Privacy Officer via the contact details at the bottom of this Privacy Policy.

### **Children under the age of 13**

Our collection of personal information on the Frasil Platform is intended to follow the principles of the Children’s Online Privacy Protection Act (“COPPA”), a U.S. law designed to protect the online privacy of children under the age of 13.

We do not permit children under the age of 13 to create an account and do not knowingly collect personally identifying information from children under the age of 13 without the consent and at the direction of a parent or guardian. Please contact us at [privacy@frasil.com](mailto:privacy@frasil.com) if you believe we have inadvertently collected information from a child under 13 without parental consent so that we may delete the information as soon as possible.

Children under the age of 13 may access the Service only under the supervision of their parent or guardian. Please see our [Children's Privacy Policy](#) to learn more about how we collect, use and share information associated with profiles of children under the age of 13.

### **How do we collect your personal information?**

We will collect personal information directly from you wherever it is reasonable and practical to do so. We may collect personal information from you via:

- your use and access of the Frasil Platform, including during your registration as a user;
- your response to any surveys or marketing materials we send out;
- information and recommendations uploaded to the Frasil Platform by yourself or by other users; and
- interactions between yourself, other users of the Frasil Platform, and our staff.

We may also collect your personal information from third parties including:

- third parties who provide services to Frasil that help us provide our services to you;

- through other third parties using the Frasil Platform that provide information about you;
- other third parties who provide services via the Frasil Platform; and
- via public or private sources or when you connect with a social network service when using and accessing the Frasil Platform.

### **Why do we collect your personal information?**

Frasil provides accessibility tools and applications, or access to accessibility tools and applications, to promote communication and engagement for persons living with disabilities using the Frasil Platform to connect to devices and the Internet. To achieve this goal, we collect your personal information:

- to assess the performance of the Frasil Platform and to improve the services we provide;
- to deliver targeted content based on user profiling and location;
- to record your likes and preferences, for better navigation and service functionality;
- to process and respond to a complaint or request you may make;
- to contact you in relation to our services, particularly if we believe there are any products or services or any information we believe you might be interested in; or
- for the provision of services or the administration of our business (including fulfilling and exercising our obligations and rights, exercising or defending legal claims and managing the relationship with you).

The legal basis for collecting and using personal information will depend on the specific circumstances in which it is collected. However, we will collect personal information from you where:

- you have given consent for Frasil's use of the personal information for one or more purposes;
- it is necessary for the performance of a contract to which you are a party;
- it is necessary for the legitimate interests pursued by Frasil and those interests are balanced against your rights to information privacy (e.g., to communicate useful content updates); or
- we have legal obligations that we need to comply with, and are allowed to use your personal information in order to comply with such legal obligations.

### **How do we use your personal information?**

We may use the personal information we collect from you to:

- enforce our Terms of Use and this Privacy Policy;
- notify you about any changes in or to the Frasil Platform or our services;
- fulfill our legal obligations and respond to any litigation or law enforcement/government inquiry;
- insure that Frasil Platform and our products and services are presented to you in the most efficient manner for you and us;
- improve the design and performance of the Frasil Platform;
- deliver to you communications, emails, newsletters and marketing materials from us and third parties as you request them or which we feel may interest you, where you have consented to be contacted for such purposes;
- allow you to participate in any interactive features of the Frasil Platform, when you choose to do so;
- administer the Frasil Platform and keep it safe and secure;
- facilitate internal operations, including research, statistics, troubleshooting, data analysis, testing, survey and similar purposes;
- share it with third party service providers (as we describe in more detail below);
- disclose as we believe to be necessary or appropriate: (a) under applicable law, including laws outside your country of residence; (b) to protect our operations or those of any of our affiliates; (c) to protect our rights, privacy, safety or property, or that belongs to you or others; or (d) to allow us to pursue available remedies or limit the damages that we may sustain;
- fulfil any other purpose disclosed by us when you provide the information; or
- otherwise, with your consent.

### **Who may we disclose your personal information to?**

We do not sell, dispose, or otherwise transfer your personal information to third parties without your consent except as specifically set forth in this Privacy Policy. However, we may disclose your personal information to various third parties. These third parties may include:

- technology partners in connection with services that these third parties perform for us;
- our lawyers, accountants and professional advisors;
- other third-party service providers, such as third-party branding service providers;
- to Frasil affiliates and subsidiaries;
- to law enforcement authorities where we are required to do so by law or pursuant to a legal process, or when we believe disclosure is reasonably necessary or appropriate to prevent harm in connection to a suspected illegal activity; or
- to any entity in the event that we sell or transfer all or a portion of our business or assets. Should such a sale or transfer occur, we will use reasonable efforts to require that the transferee uses the personal information you have provided to us in a manner that is consistent with this Privacy Policy.

We may also disclose your personal information outside of Australia and to other countries in which we do business, which may provide a different level of protection for your personal information than Australia. Such disclosures include those to:

- to Microsoft Azure (Azure) primarily located in the United States. However, Azure has locations throughout the world. For more information about how Azure handles personal information, please see here: <https://privacy.microsoft.com/en-ca/privacystatement>.
- to Oracle Corporation (Oracle) primarily located in the United States. However, Oracle has locations throughout the world. For more information about how Oracle uses personal information, please see here: <https://www.oracle.com/legal/privacy/privacy-policy.html>.
- to Stripe, Inc (Stripe) primarily located in the United States. However, Stripe has locations throughout the world. For more information about how Stripe uses personal information, please see here: <https://stripe.com/au/privacy>.
- to Paypal Holdings Inc (PayPal) primarily located in the United States. However, PayPal has locations throughout the world. For more information about how PayPal uses personal information, please see here: <https://www.paypal.com/au/webapps/mpp/ua/privacy-full>
- to Frasil affiliates for the purpose of providing the services in Australia, Canada, India, New Zealand, the United Kingdom, and the United States.

Personal information collected within the European Union may be transferred to and processed by third parties located in a country outside of the European Union. In such instances, Frasil shall ensure that the transfer of such personal information is carried out in accordance with applicable privacy laws and, in particular, that appropriate contractual, technical, and organisational measures are in place.

Except as otherwise set forth in this Privacy Policy, we will not provide access to your personal information to third parties for any purpose.

#### **What if we can't collect your personal information?**

If you do not provide us with the personal information we need, some or all of the following may occur:

- you may not be able to use the Frasil Platform; and
- we may not be able to provide you with targeted content and relevant information.

#### **Information we collect through automatic data collection**

As you interact with the Frasil Platform, we may use automatic data collection technologies to collect certain information about your equipment, browsing actions, and patterns, including:

- details of your visits to the Frasil Platform, including the App(s), including traffic data, location data, logs, and other communication data and the resources that you access and use on the Frasil Platform;
- information about your computer, mobile device, and internet connection, including your IP address, operating system, and browser type, device's unique device identifier, mobile network information, and the device's telephone number; and
- metadata and other information associated with other files stored on your device., such as photographs, audio and video clips, personal contacts, and address book information.

The information we collect automatically is only statistical data and does not include personal information, but we may maintain it or associate it with personal information we collect in other ways or receive from third parties. It helps us to improve the Frasil Platform and to deliver a better and more personalized service, including by enabling us to:

- estimate our audience size and usage patterns;
- store information about your preferences, allowing us to customize the Frasil Platform according to your individual interests;
- speed up your searches; and
- recognize you when you return to the Frasil Platform.

The technologies we use for this automatic data collection may include:

- **Cookies (or browser cookies).** A cookie is a small file placed on the hard drive of your computer. You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if you select this setting you may be unable to access certain parts of the Frasil Platform. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you direct your browser to the Frasil Platform.
- **Flash Cookies.** Certain features of the Frasil Platform may use local stored objects (or Flash cookies) to collect and store information about your preferences and navigation to, from, and on the Frasil Platform. Flash cookies are not managed by the same browser settings as are used for browser cookies. For information about managing your privacy and security settings for Flash cookies, see "*Choices About How We Use and Disclose Your Information*" below.
- **Web Beacons.** Pages of the Frasil Platform and our e-mails may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags, and single-pixel gifs) that permit us, for example, to count users who have visited those pages or opened an email and for other related statistics (for example, recording the popularity of certain content and verifying system and server integrity).

We do not collect personal information automatically, but we may tie this information to personal information about you that we collect from other sources or you provide to us.

### [Choices About How We Use and Disclose Your Information](#)

We strive to provide you with choices regarding the personal information you provide to us. We have created mechanisms to provide you with the following control over your information:

- **Tracking Technologies and Advertising.** You can set your browser to refuse all or some browser cookies, or to alert you when cookies are being sent. To learn how you can manage your Flash cookie settings, visit the Flash player settings page on Adobe's [website](#). If you disable or refuse cookies, please note that some parts of this site may then be inaccessible or not function properly.

- **Disclosure of Your Information for Third-Party Advertising.** If you do not want us to share your personal information with unaffiliated or non-agent third parties for promotional purposes, you can opt out at any time by contacting our Privacy Officer at [privacy@frasil.com](mailto:privacy@frasil.com).
- **Promotional Offers from Us.** If you do not wish to have your contact information used by Frasil to promote our own or third parties' products or services, you can opt-out opt out of receiving electronic messages from us at any time by contacting our Privacy Officer via the contact details at the bottom of this Privacy Policy or by using the opt out mechanism included in our electronic marketing messages. If we have sent you a promotional email, you may send us a return email at [privacy@frasil.com](mailto:privacy@frasil.com), asking to be omitted from future email distributions.
- **Targeted Advertising.** If you do not want us to use information that we collect or that you provide to us to deliver advertisements according to our advertisers' target-audience preferences, you can opt-out by contacting our Privacy Officer at [privacy@frasil.com](mailto:privacy@frasil.com) or by using the opt out mechanism included in such advertisements.

We do not control third parties' collection or use of your information to serve interest-based advertising. However, these third parties may provide you with ways to choose not to have your information collected or used in this way. You can opt out of receiving targeted ads from members of the Network Advertising Initiative ("NAI") on the [NAI's website](#).

Nevada residents who wish to exercise their sale opt-out rights under Nevada Revised Statutes Chapter 603A may submit a request to our Privacy Officer via the contact details at the bottom of this Privacy Policy. However, please know we do not currently sell data triggering that statute's opt-out requirements.

### **Data Security**

We primarily store your information in Australia. Some information may be stored elsewhere. You authorize us to do so. The personal information and other data we collect about you and your use of the Frasil Platform may be maintained in servers we control and maintain or in third-party servers. The information you provide may be transferred or accessed by entities in many different countries as described elsewhere in this Privacy Policy. By submitting your information, you agree to the transfer, storage and processing of your data in accord with this Privacy Policy.

The personal information you provide to us is stored on servers that are located in secured facilities with restricted access, and protected by protocols and procedures designed to ensure reasonable security of such information. In addition, we restrict access to user personal information to those of our employees, independent contractors and agents who need to know this information in order to develop, operate and maintain the Frasil Platform. They will only process your personal information on our instructions and they are subject to a duty of confidentiality. Although we take commercially reasonable measures to safeguard against unauthorized disclosures of your information, no e-commerce platform, application, website, electronic database or other format or system is completely secure and, for this reason, we cannot ensure or warrant the security of any information that you transmit to us. You can help protect your personal information by using a combination of letters, numbers and characters in your password, changing your password often, using a secure web browser, and signing off from the Frasil Platform when you are finished with its use.

When we collect or transmit sensitive information, we use industry standard methods to protect that information.

We have also put in place procedures to deal with any suspected personal information breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

### **Access and Correction of Personal Information**

We take reasonable steps to ensure that the personal information we handle is accurate, complete and up-to-date. If you become aware of any errors in your personal information or, if you change your personal information, please let us know.

You can request access to any personal information we hold about you at any time. From time to time, we may need to reject your request to access personal information we hold about you, if we believe it to be necessary and to the extent allowed by law. To request access to any personal information that we may hold about you, please contact our Privacy Officer using the contact details at the bottom of this Privacy Policy. Depending on your request and where permitted by law, we may charge a small fee for complying with your request.

You may request us to amend any personal information we hold about you which you believe to be inaccurate, incomplete or out of date. To request an amendment to any personal information that we hold about you, please contact our Privacy Officer using the contact details at the bottom of this Privacy Policy. If we do not agree to amend your personal information, you may request that we make a note of your requested correction with the information we hold about you.

If you request us to delete your comments or contributions from the Frasil Platform, copies of your user contributions may remain viewable in cached and archived pages, or they might have been copied or stored by other Frasil Platform users. Proper access and use of information provided on the Frasil Platform, including user contributions, is governed by our Terms of Use.

You may also contact our Privacy Officer at [privacy@frasil.com](mailto:privacy@frasil.com) if you wish to obtain further information regarding our privacy practices and the way we handle your personal information.

### **Other Rights**

Subject to certain limitations and restrictions (e.g. depending on circumstances such as where you reside) you may have the right to exercise additional rights in relation to your personal information. These may include the right to:

- request erasure of your personal information
- object to processing of your personal information
- request restriction of processing of your personal information
- transfer your personal information (i.e. the right to data portability)
- not be subject to automatic decision making
- withdraw consent.

If you wish to exercise or obtain details of any of the rights set out above, please contact our Privacy Officer via the contact details at the bottom of this Privacy Policy. The Privacy Officer may require further information in order to assess the applicability of the right to the relevant circumstances.

### **Information Retention**

We will retain your personal information for the period necessary to fulfil the purposes outlined in this Privacy Policy and in each case in accordance with applicable legal and regulatory requirements in respect of permitted or required retention periods and limitation periods for taking legal action.

### **Additional Services and Links to Other Sites**

From time to time, we may provide links or mechanics to interface with other websites for your information or convenience or offer additional services through separate websites linked to this Frasil Platform. These websites operate independently from our Frasil Platform and may be subject to alternative terms of use, including terms concerning use of your personal information. We have not reviewed these third party sites and do not control and are not responsible for any of these websites, their content or their privacy policies. When you submit information or data to third parties, their privacy policies, not ours, will govern their use of your information and data. You should review the policies or practices of those third parties. We do not make any representations regarding the policies or practices of those third parties. If you decide to access or interact with any of the third party sites listed on our Frasil Platform, you do so at your own risk.

## Complaints

We take your privacy concerns seriously. If you have a complaint regarding our handling of your personal information or concerning our privacy practices, you may file a complaint with our Privacy Officer using the contact details set out at the bottom of this Privacy Policy. Our Privacy Officer will confirm receipt of your complaint. If our Privacy Officer believes an investigation is necessary, we will open an investigation into your complaint. Our Privacy Officer may need to contact you to request further details of your complaint. If an investigation has been opened following a complaint made by you, our Privacy Officer will contact you with the result of that complaint as soon as possible. In the unlikely circumstances we are unable to resolve your complaint to your satisfaction, you may be able to may contact the local privacy and data protection authorities. For reference, we set out below the identity of the relevant authorities:

- Australia: the Office of the Australian Information Commissioner, [www.oaic.gov.au](http://www.oaic.gov.au)
- Canada: Office of the Privacy Commissioner of Canada, [www.priv.gc.ca](http://www.priv.gc.ca)
- New Zealand: the Office of the Privacy Commissioner, [www.privacy.co.nz](http://www.privacy.co.nz)
- United Kingdom: the Information Commissioner's Office, [www.ico.org.uk](http://www.ico.org.uk)

## Contact us

If you have any questions about this Privacy Policy, our privacy practices or if you would like to request access to or correction of any personal information we may hold about you, please contact our Privacy Officer:

**Email:** [privacy@frasil.com](mailto:privacy@frasil.com)

**Phone:** +61 (0)2 9993 3850

**Address:** Level 12, 111 Elizabeth Street, Sydney, NSW 2000

## TERMS AND CONDITIONS

Last Updated: 28 May 2020

### 1. Introduction

Frasil Group Pty Ltd and its affiliates operating under the Frasil name (“Frasil,” “we,” “us,” “our”) distributes the Frasil mobile applications (“Apps”) and the Frasil website located at <https://frasil.com> (“Website”). We refer to the Apps and the Website collectively as the “Frasil Platform”. The content available through the Frasil Platform, our emails, and our notifications is referred to as the “Content”. The Frasil Platform, together with the Content, tools, features, functionality, and other information and services including, without limitation, viral, embeddable or application/device-based features and related technology, accessed via the Internet, mobile or other device are collectively referred to as the “Service”.

### **2. Acceptance of these Terms and Conditions (the “Terms”)**

These Terms are a legal agreement between you and us and contain important information regarding your legal rights, remedies and obligations. By accessing and using the Service, you: (i) acknowledge that you have read, understand, and agree to be bound by these Terms; (ii) agree to comply with all applicable laws, rules and regulations with respect to your use of the Service; and (iii) represent that you have the legal capacity to enter into contracts in the jurisdiction where you reside. All personal information Frasil collects from you will be handled in accordance with the *Privacy Act 1988* (Cth) and the Frasil Privacy Policy, which constitutes a part of these Terms. You can find our [Privacy Policy](#) here:

**If you do not accept these Terms or if you are not authorized or eligible to be bound by them, you may not download our Apps and access and use our Website or the Service. Your continued use of the Apps, the Website, and the Service manifests your acceptance of these Terms, as revised from time to time.**

### **3. Modifications**

We may occasionally modify the Terms or the Privacy Policy. For all registered Users, any change to these Terms will become effective ten (10) days after we notify you about the changes, provided that you still continue to use the Frasil Platform. For all visitors, all changes will be effective upon posting. You can determine when the Terms or the Privacy Policy were last revised by referring to the “Last Updated” legend at the top of the page. You agree to be bound by any such changes if you continue to use the Frasil Platform after such changes have been posted. We may change, restrict access to, suspend or discontinue any or all of the Apps or the Website, or any portion or feature of any of the Apps or the Website, at any time.

### **4. Eligibility to Use the Apps**

When you download and access the Apps or if you register with our Website, you will be asked to create an account. This process includes providing certain information about you. When creating an account, you represent and warrant that: (a) all required registration information you submit is truthful and accurate; (b) your use of the Service does not violate any applicable law or regulation or these Terms; (c) you accept these Terms; and (d) you or your parent or guardian have the legal capacity and you or your parent or guardian agree to comply with these Terms.

We do not permit children under the age of 13 to create an account and do not knowingly collect personally identifying information from children under the age of 13 without the consent and at the direction of a parent or guardian. Please contact us at [privacy@frasil.com](mailto:privacy@frasil.com) if you believe we have inadvertently collected information from a child under 13 without parental consent so that we may delete the information as soon as possible.

Children under the age of 13 may access the Service only under the supervision of their parent or guardian. Please see our [Children's Privacy Policy](#) to learn more about how we collect, use and share information associated with profiles of children under the age of 13.

By using the Service, you agree to receive certain communications, such as updates about the Apps and the Website, reminders, or a periodic e-mail newsletter from us. You can opt-out of non-essential communications by emailing us at [privacy@frasil.com](mailto:privacy@frasil.com).

We reserve the right to suspend or terminate your account and your use of the Apps, the part of the Website that is available only to the registered users, and the Service in the event you breach these Terms. You have the right to cancel your account at any time. You may cancel your account by emailing us at [support@frasil.com](mailto:support@frasil.com). If you voluntarily terminate your account or allow your account to lapse, it may be reactivated through the account interface on the Website or any of the Apps. Any account terminated by us for any type of abuse, including for a violation of these Terms, may not be reactivated without our express consent which is in our absolute discretion to decide.

## **5. Intellectual Property**

The Frasil Platform contains trademarks and service marks owned by us or other third parties. Unless specifically noted that such trademarks or service marks belong to a third party, we own all trademarks and service marks displayed in the Frasil Platform, whether registered or unregistered, including but not limited to, the name “Frasil,” our logo, our design patterns and our other graphics, the Apps’ trade dress, and other indicia of origin of our services. The use of our intellectual property is strictly prohibited, unless we have granted our prior written consent.

The Content of the Frasil Platform, including text, graphics, logos, button icons, images, data compilations, and any other works of authorship, both individually and as they are compiled in the Apps or the Website, and software used in each of the Apps and in the Website, are the property of Frasil Group Pty Ltd, its affiliates, or third parties, and are protected by copyright and other intellectual property related laws, rules and regulations. The Content includes both materials owned or controlled by Frasil Group Pty Ltd (“Frasil Content”), and material owned or controlled by third parties and licensed to Frasil Group Pty Ltd, including User Content (as described below). Any use of the Content not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark and other laws. You agree to abide by all copyright notices, information, or restrictions contained in or attached to any of the Content.

You acknowledge and agree that the Frasil Platform is provided under a license, and are not sold, to each end User. You do not acquire any ownership interest in the Frasil Platform under these Terms, or any other rights thereto other than to use the Frasil Platform in accordance with the license granted, and subject to all terms, conditions, and restrictions, under these Terms and the Privacy Policy. We reserve all rights not granted in these Terms.

## **6. License Grant**

We hereby grant you a worldwide, non-exclusive, non-transferable, non-sublicensable and revocable license to install the Apps, solely on your own handheld mobile device (e.g., iPhone, Android, etc., as applicable) and to access, download, and use the Apps, the Website, and the Service subject to your eligibility and your continued compliance with these Terms and solely for your personal, non-commercial purposes.

## **7. User Content**

As a user of the App (“User”), you may enter your data, post content, chat with our representative, publish, submit or transmit your comments, reviews, opinions, testimonials, and other content (“User Content”). We do not guarantee any confidentiality with respect to any User Content. You shall be solely responsible for your own User Content and the consequences of posting or publishing it. In connection with User Content, you affirm, represent and warrant that:

(a) you own or have the necessary permissions to your User Content to enable use of the User Content in the manner contemplated by these Terms;

(b) neither the User Content nor your posting, uploading, publication, submission or transmittal of the User Content, will infringe, misappropriate or violate a third party’s patent, trademark, trade secret, copyright or other proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation; and

(c) you have the written consent, release, and/or permission of each and every identifiable individual person in the User Content to use the name or likeness of such person.

For clarity, you retain all of your ownership rights in your User Content. By submitting your User Content to the Frasil Platform, you hereby grant us a worldwide, perpetual, irrevocable, non-exclusive, royalty-free, sub-licensable and transferable license to (and to allow others acting on our behalf to) access, view, use, reproduce, adapt, modify, distribute, sell, stream, broadcast, prepare derivative works of, publicly display, publicly perform and otherwise exploit such User Content in connection with the Service and our business, including without limitation for promoting and redistributing part or all of the Frasil Platform (and derivative works thereof) in any and all media formats and through any and all media channel for both commercial and non-commercial use.

We neither endorse the content of your communications, postings or data, nor assume any responsibility for any threatening, libelous, obscene, harassing or offensive material contained in such materials or any crime facilitated by use of the App.

### **1.1.1 8. User Feedback**

**1.1.2** We are always happy to hear from our Users and are grateful for your comments and suggestions how to improve our Service. The following policy applies to all third party submissions of ideas, comments, suggestions, improvements, proposals or materials: (a) all submissions are non-confidential and non-proprietary; (b) we will not be liable for any use or disclosure of any submission; and (c) we can use the submission for any purpose whatsoever, commercial or otherwise, without compensation to the submitting person.

## **9. Prohibited Activities**

By accessing and using the Frasil Platform, you agree not to:

- (a) violate, or engage in any behavior that potentially violates, any law or regulation;
- (b) cause Frasil to be in violation of any law or regulation;
- (c) use the Frasil Platform for any unlawful or prohibited purpose;
- (d) attempt, through any means, to gain unauthorized access to any part of the Frasil Platform, other account, computer system or network connected to our server;
- (e) post or otherwise transmit any User Content that (i) is unlawful, false, misleading, inaccurate, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful racially, ethnically or that encourages conduct that would be considered a criminal offense, give rise to civil liability, or is otherwise objectionable; (ii) depicts or advocates the use of illicit drugs; (iii) makes use of offensive language or images; (iv) you do not have a right to transmit under any law or under contractual or fiduciary relationships; (v) poses or creates a privacy or security risk to any person; (vi) infringes any intellectual property or other proprietary rights of any party; (vii) are "junk mail," "spam," "chain letters," "pyramid schemes," "contests," "sweepstakes," or any other form of solicitation; (viii) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or (ix) in our sole judgment, is objectionable or which restricts or inhibits any other person from using or enjoying the Service, or which may expose us or other Users to any harm or liability of any type;
- (f) access the Frasil Platform from territories where it is illegal or strictly prohibited;
- (g) interfere with, disrupt or damage the Service, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;
- (h) use the Service to transmit, distribute, post or submit any information concerning any other person without their permission;
- (i) collect information about other Users of the Frasil Platform for any purpose other than as expressly authorized by us or with their consent;
- (j) harass, stalk, or otherwise subject any other person to unwanted or inappropriate contact or communication;
- (k) obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Service;
- (l) register for more than one User account or register for a User account on behalf of an individual other than yourself;
- (m) transfer or sell your account and/or username to another party;

(n) sell, rent, lease, sublicense, assign, or transfer all or part of any of your rights under these Terms;

(o) remove any trademark, trade name, proprietary, copyrights, trade secret or warning legend from any part of the Frasil Platform;

(p) impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity;

(q) use automated scripts to access, search collect information or otherwise interact with the Service (including without limitation robots, spiders or scripts) or use any robot, spider, other automatic device, or manual process to extract, “screen scrape,” monitor, “mine,” or copy any static or dynamic web page on the App or the Content contained on any such web page for commercial use without our prior express written permission;

(r) other than with respect to your own User Content, (i) use, reproduce, duplicate, copy, sell, resell or exploit the Content; (ii) compile a collection of Content, whether by manual methods, through the use of bots, crawlers, or spiders, or otherwise; or (iii) otherwise remove any text, copyright or other proprietary notices contained in the Content;

(s) decipher, decompile, disassemble, reverse engineer, or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Frasil Platform, except to the extent applicable laws specifically prohibit such restriction;

(t) modify, translate, or otherwise create derivative works of any part of the Service;

(u) use any of the Apps in a way that reflects unfavorably on Frasil or any other third party;

(v) take any action that imposes an unreasonable burden on Frasil’s infrastructure; or

(w) advocate, encourage, or assist any third party in doing any of the foregoing.

## **10. Third Parties**

These Terms apply only to the Frasil Platform and the Service. By using the Service, you may be exposed to content and information, for example, data, text, files, information, usernames, graphics, images, photographs, profiles, audio, video, messages, services or links, from other users or third parties such as producers (“Third-Party Content”), either in the Apps, the Website, or through links to third-party websites or mobile applications. Because we do not review, monitor, operate or control any such Third-Party Content, you acknowledge and agree that we are not responsible for the availability of such websites or mobile applications and do not endorse and are not responsible or liable, directly or indirectly, for any content, advertising, products, services or other materials on or available from such websites or mobile applications. We make no guarantees, representations or warranties as to, and shall have no liability for, any content delivered by any third party, including, without limitation, the accuracy or subject matter of any content, or the use of any personal information you provide to any such website. You acknowledge

and agree that use of such links is entirely at your own risk. We may discontinue links to any other website or mobile applications at any time and for any reason.

Further, you acknowledge that certain of our Apps or the Website are interfaces to third-party mobile applications and that your use of such Apps or the Website may include the provision of your data to third-party service providers via the Frasil interface. You agree that we are not responsible for the collection, use, handling, storage or disclosure of any data (including any personal information) provided by you to third-party service providers.

You acknowledge and agree that the availability of the Frasil Apps is dependent on the third party from which you received the App, e.g., the Apple iTunes App Store, and/or other app stores (an “App Store” or collectively, “App Stores”). You agree to pay all fees charged by the App Stores in connection with the Apps. You agree to comply with, and your license to use the Apps is conditioned upon your compliance with, all applicable agreements, terms of use/service, and other policies of the App Stores. You acknowledge that the App Stores (and their subsidiaries) are a third-party beneficiary of these Terms and will have the right to enforce these Terms.

## **11. Fees and payment**

We may from time to time provide certain Apps and/or the Website free of charge. However, we reserve the right to charge fees (or change the fees it is charging) for use of the Apps and/or the Website (in whole or in part) at any time or when you use certain Apps. In order to log into our Apps and/or the Website, you must provide your personal details and details for payment.

Provided that payment has been successfully processed, a tax receipt will be made available for download. In order for us to deliver a tax receipt, you must provide us with your email address. We will not provide you with a tax receipt until payment has been processed and actually received by us.

We reserve the right to change our fees at any time. We will give you reasonable notice of any such pricing changes by posting the new prices on or through the Apps, the Website, and/or by sending you a notification. If you do not wish to pay the new fees, you can cancel the applicable subscription prior to the change going into effect.

The Service and your rights to use it expire at the end of the paid period of your subscription. If you do not pay the fees or charges due, we may make reasonable efforts to notify you and resolve the issue; however, we reserve the right to disable or terminate your access to the Service (and may do so without notice).

## **12. Disclaimer of Warranties**

THE FRASIL PLATFORM, THE CONTENT, AND THE SERVICE ARE PROVIDED ON “AS IS,” “WITH ALL FAULTS” AND “AS AVAILABLE” BASIS AND, TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, FRASIL, ON ITS OWN BEHALF AND ON BEHALF OF OUR AFFILIATES AND OUR AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND WARRANTIES IMPLIED FROM A COURSE OF PERFORMANCE OR COURSE OF DEALING. YOU EXPRESSLY AGREE THAT YOUR USE OF THE FRASIL PLATFORM, THE CONTENT, AND THE SERVICE IS AT YOUR SOLE RISK. WE DO NOT WARRANT THAT THE SERVICE YOU OBTAIN

THROUGH THE FRASIL PLATFORM WILL MEET YOUR EXPECTATIONS AND REQUIREMENTS, BE UNINTERRUPTED OR ERROR-FREE, WILL BE AVAILABLE FOR USE, WILL BE OF A CERTAIN QUALITY, THAT DEFECTS WILL BE CORRECTED, THAT THE APPS OR THE WEBSITE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE APPS OR THE WEBSITE OR THE TECHNOLOGY THAT MAKES THEM AVAILABLE ARE IMMUNE TO HACKER ACTIVITY, ELECTRONIC OR NON-ELECTRONIC TAMPERING, COMPUTER CRIME OR THEFT. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE FRASIL PLATFORM AND THE SERVICE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, TIMELINESS, COMPLETENESS, CURRENTNESS, OR OTHERWISE. WE MAKE NO GUARANTEES CONCERNING THE LEVEL OF SUCCESS YOU MAY EXPERIENCE, AND YOU ACCEPT THE RISK THAT RESULTS WILL DIFFER FOR EACH INDIVIDUAL.

YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS. YOU UNDERSTAND THAT WE DO NOT MAKE ANY ATTEMPTS TO VERIFY THE INFORMATION POSTED BY USERS IN THE APPS OR OUR WEBSITE.

YOU UNDERSTAND THAT AGREE THAT THE CONTENT APPEARING ON THE FRASIL PLATFORM IS FOR GENERAL INFORMATION PURPOSES ONLY.

AS A USER, YOU ACKNOWLEDGE AND AGREE THAT YOUR SOLE REMEDY FOR ANY PROBLEMS OR DISSATISFACTION WITH THE FRASIL PLATFORM IS TO TERMINATE YOUR ACCOUNT AND DISCONTINUE ALL USE OF ALL OF OUR APPS AND THE WEBSITE.

Some jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above exclusions may not apply to you.

### **13. Limitation of Liability**

IN NO EVENT SHALL FRASIL GROUP PTY LTD. (FOR PURPOSES OF THIS SECTION, "FRASIL GROUP PTY LTD" OR "WE" INCLUDES OUR EQUITY HOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AGENTS, SUCCESSORS, REPRESENTATIVES AND AFFILIATES) BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THE FRASIL PLATFORM, THE CONTENT, OR THE SERVICE OR WITH THE DELAY OR INABILITY TO USE THE FRASIL PLATFORM, THE CONTENT, OR THE SERVICE, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS APPLIES, WITHOUT LIMITATION, TO ANY DAMAGES OR INJURY ARISING FROM ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION OF INFORMATION THROUGH THE FRASIL PLATFORM, BODILY INJURY OR EMOTIONAL DISTRESS, COMPUTER VIRUS, OR DESTRUCTION, UNAUTHORIZED ACCESS TO, ALTERATION OF, OR MISUSE OF ANY RECORD OR DATA. IN NO EVENT SHALL WE BE LIABLE FOR ANY CONTENT POSTED, TRANSMITTED, EXCHANGED OR RECEIVED BY US OR ON BEHALF OF ANY USER OR OTHER INDIVIDUAL OR EMPLOYER ON OR THROUGH THE WEBSITE OR THE APPS (INCLUDING ANY USER CONTENT). FRASIL DISCLAIMS ANY LIABILITY FOR LOSS IN CONNECTION WITH THE CONTENT.

IN NO EVENT WILL OUR TOTAL LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES, LOSSES, AND CAUSES OF ACTION RESULTING FROM YOUR USE OF THE FRASIL PLATFORM, THE CONTENT, OR THE SERVICE, WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EXCEED THE AMOUNT OF \$100.

Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you. In particular, nothing in these Terms is intended to exclude, restrict or modify rights which you may have under any law (including in Australia, the Australian Consumer Law) which may not be excluded, restricted or modified by agreement. If these Terms of Use are governed by the Australian Consumer Law, our liability to you for failure to comply with a consumer guarantee in respect of any services is limited to the re-supply of the services or payment for such re-supply.

#### **14. Release**

To the fullest extent permitted by law, you release us, our subsidiaries and affiliated companies, and our and their respective officers, employees, directors, contractors and agents from any and all responsibility, liability, claims, demands, and/or damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with the following: (i) your use of the Frasil Platform and the Service; (ii) disputes between Users, including those between you and other Users; (iii) User Content or Third Party Content; (iv) claims relating to the unauthorized access to any data communications or content stored under or relating to your account, including unauthorized use or alteration of such communications or your User Content.

#### **15. Indemnification**

You agree to defend, indemnify and hold harmless us, our subsidiaries and affiliated companies, and our and their respective officers, employees, directors, contractors and agents, from and against any and all claims, causes of actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including attorneys' fees) and all amounts paid in settlement arising out of, connected with, or accruing from (a) your access to and use of the Frasil Platform, including any data or Content transmitted, submitted, viewed, or received by you; (b) your violation of these Terms, including the Privacy Policy, (c) your violation of any applicable law; (d) your violation of any third party right, including any right of privacy or intellectual property rights; (e) your User Content, (f) your interaction with any other User; or (g) any other party's access and use of the Frasil Platform and any of the Services and/or Content with your unique username, password or other appropriate security code. We may assume the exclusive defense and control of any matter for which you have agreed to indemnify us, and you agree to assist and cooperate with us in the defense or settlement of any such matters.

#### **1.1.3 16. English Language**

1.1.4 In the event of a conflict between these Terms and a foreign language version of these Terms, the English language version will govern. All disputes, claims and causes of action (and related proceedings) will be communicated in English.

#### **17. International Use**

We do not represent or warrant that the Frasil Platform, or any part thereof, is appropriate or available for use in any particular jurisdiction. Those who choose to access and download the App do so on their own initiative and at their own risk, and are responsible for complying with all local laws, rules and regulations, including laws regulating the export of data. We may limit the availability of the Frasil Platform, in whole or in part, to any person, geographic area or jurisdiction that we choose, at any time and in our sole discretion. Accessing and downloading the Frasil Platform is prohibited from territories where our Content is illegal.

You represent and warrant that you are in compliance with all laws, restrictions and regulations administered by the Office of Foreign Assets Control (“OFAC”) or any other Governmental Entity imposing economic sanctions and trade embargoes (“Economic Sanctions Laws”) against designated countries (“Embargoed Countries”), entities and persons (collectively, “Embargoed Targets”). You represent and warrant that you are not an Embargoed Target or otherwise subject to any Economic Sanctions Law. You agree to comply with all Economic Sanctions Laws. Without limiting the generality of the foregoing, you agree not to (a) directly or indirectly export, re-export, transship or otherwise deliver any products, services, technology or information of any portion thereof to an Embargoed Target or (b) broker or otherwise facilitate any transaction in violation of any Economic Sanctions Laws.

## **18. Updates**

We may from time to time in our sole discretion develop and provide the updates to our Apps or the Website, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, “Updates”). Updates may also modify or delete in their entirety certain features and functionality.

You agree that we have no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on the mobile device settings, when the mobile device is connected to the internet either:

- (a) the Apps will automatically download and install all available Updates; or
- (b) you may receive notice of or be prompted to download and install available Updates.

You shall promptly download and install all Updates and acknowledge and agree that the Apps, the Website, or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Apps and/or the Website and be subject to all terms and conditions of these Terms.

## **19. Term; Right to Discontinue Services; Termination**

The term of these Terms commences on the first date of use of any of the Apps or access of the Website by you and continues while you continue using any of the Apps or the Website, unless otherwise terminated by Frasil.

We may, in our sole discretion and without liability to you or to any third party, with or without cause, with or without notice, suspend or discontinue, temporarily or permanently, any of the Apps, the Website, and the Service (or any part thereof) and, if you breach these Terms, suspend or terminate your account. Termination may result in the forfeiture and destruction of all information associated with your account. We may retain your account information after you terminate in accordance with our regulatory, accounting, and legal compliance procedures. YOU AGREE THAT WE WILL NOT BE LIABLE TO

YOU OR ANY OTHER PARTY FOR TERMINATION OF YOUR ACCESS TO THE APPS, THE WEBSITE, OR THE SERVICE. All provisions of these Terms that by their nature should survive termination shall survive the termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## **20. Copyright Notice Policy**

### **A. Reporting Claims of Copyright Infringement**

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from the Frasil Platform infringe your copyright, you may request removal of those materials (or access to them) from the App by submitting a written notification to our Copyright Agent at the address or email listed in Part C below. Please note that if you knowingly materially misrepresent that certain material or activity on the App is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act of 1998 (*17 U.S.C. § 512*) (“**DMCA**”), the written notice (the “**DMCA Notice**”) must include substantially the following:

- (a) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- (b) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
- (c) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material.
- (d) Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an email address at which the complaining party may be contacted.
- (e) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- (f) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective.

### **B. Counter-Notice by Accused Member**

If you are a User and we have taken down your User Content due to suspicion of copyright infringement, you may dispute the alleged infringement by sending a written communication (a “Counter-

Notice”) to our Copyright Agent, at the email listed in Part C below. The Counter-Notice must include the following information:

- (a) A physical or electronic signature of the accused party.
- (b) Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled.
- (c) A statement made under penalty of perjury that the User has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.
- (d) The User’s name, address, and telephone number, and a statement that the User consents to the jurisdiction of Federal District Court for the judicial district in which such address is located, or if the User's address is outside of the United States, for any judicial district in which the service provider may be found, and that the User will accept service of process from the person who provided notification of copyright infringement or an agent of such person.

Remember that even though we process DMCA Notice and the Counter-Notice, we do not adjudicate these disputes. The DMCA allows us to restore the removed content if the party filing the original DMCA Notice does not file a court action against you within ten business days of receiving the copy of your Counter-Notice.

Please be aware that if you knowingly materially misrepresent that material or activity was removed or disabled by mistake or misidentification, you may be held liable for damages (including costs and attorneys’ fees) under Section 512(f) of the DMCA.

#### C. Agent for Notices

Please send all notices required by this policy to our Copyright Agent at:

Copyright Agent  
c/o Frasil Group Pty Ltd.  
E-mail address: support@frasil.com

#### D. Information for the Users

If your User Content is subject to the DMCA Notice, you will receive a notification from us explaining the status of your User Content and the next steps. Any material that is subject to the DMCA Notice will be removed until the dispute is resolved or the DMCA process is complete.

#### E. Termination of Repeat Infringers

In appropriate circumstances, we will terminate the accounts of Users who are repeat copyright infringers.

#### F. Revision of Policy

We may revise this policy at any time, including by posting a new version on our website.

## **1.1.5 21. No Legal Advice**

1.1.6 Nothing contained in these Terms or the Service constitutes legal advice. If you have any questions regarding your legal rights and legal obligations, you should consult with your attorney.

## **22. Security**

Upon signing up to become a User of the Frasil Platform, you will be given a unique username and password. You must use all best efforts to prevent any third person from using your password and you must inform Frasil immediately in writing of any actual or potential unauthorized use of your password.

You must not take any action to circumvent or attempt to circumvent the security or access controls of the Software.

Frasil may disable any User's password, whether chosen by such User or allocated by Frasil, at any time, if in Frasil's reasonable opinion, the User has failed to comply with any of these Terms.

## **23. Linking to Our Website**

You may link to our home page, provided you do so in a way that is fair and legal, and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement without our prior approval.

We reserve the right to withdraw linking permission without notice. If you wish to link to or make any use of content on our site other than that set out above, please contact us using the details set out at the end of these Terms.

## **24. Statute of Limitations**

Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the Apps, the Website, the Content, the Service, these Terms, and/or our Privacy Policy must be filed within one (1) year after such claim or cause of action arose or be forever barred.

## **25. BINDING ARBITRATION AGREEMENT AND CLASS WAIVER DISCLOSURE**

The following section applies to our Users located in the United States of America.

**Agreement to Arbitration; Class Waiver:** You and we agree, except as provided below regarding small claims court proceedings, any dispute, claim or controversy arising out of or relating in any way to the App, the Service and the Content, including, but not limited to, our Privacy Policy and/or our privacy practices generally, these Terms, and this Arbitration Agreement, shall be determined by binding arbitration. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. YOU AGREE THAT, BY AGREEING TO THESE TERMS, THE U.S. FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THESE TERMS, AND THAT YOU AND WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. This arbitration provision shall survive termination of these Terms.

Pre-Filing Mediation. In the event of a dispute, prior to initiating arbitration, the party asserting the claim must first send to the other, by overnight courier, a written Notice of Claim (“Notice”). If you are the claimant, the Notice to Us must be addressed to: Frasil Group, 244 Fifth Avenue, Suite 2393, New York, NY 10001 or by emailing support@frasil.com. If we are the claimant, the Notice must be sent to the address we have on file for you in your Account. The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought. Following receipt of the Notice, each party agrees to negotiate with the other in good faith about the claim. If the claim is not resolved to the satisfaction of the claimant within sixty (60) days after Notice is provided, the claimant may pursue the claim in arbitration or file a claim in small claims court, as appropriate.

Additional Arbitration Provisions:

(a) Settlement Offers: During the arbitration, the amount of any settlement offer made by you or Us shall not be disclosed to the arbitrator.

(b) Initiating A Claim: The form required to initiate an arbitration can be printed or downloaded from [www.adr.org](http://www.adr.org). Alternatively, you may contact the arbitration administrator by calling 1-800-778-7879 or writing to the American Arbitration Association, 120 Broadway, Floor 21, New York, NY 10271.

(c) Fees for Initiating Arbitration: If you are required to pay a filing fee to initiate arbitration, after We receive notice of the initiation of arbitration, We will promptly reimburse you for your payment of the filing fee at the address provided in the Notice, unless your claim is for greater than US\$10,000.

(d) Applicable Rules; Administrator: The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, “AAA Rules”) of the American Arbitration Association (the “AAA”), as modified by these Terms, and will be administered by the AAA. The AAA Rules and Forms are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879 or writing to the American Arbitration Association, 120 Broadway, Floor 21, New York, NY 10271. The arbitrator is bound by the terms of these Terms. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this Arbitration Agreement.

(e) Location of Hearing: Unless you and We agree otherwise, any arbitration hearings will take place in New York, New York. If your claim is for US\$10,000 or less, we agree you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds US\$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a written decision sufficient to explain the essential findings and conclusions on which the award is based.

(f) Class Waiver: **YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both you and We agree otherwise, the arbitrator may **not** consolidate the claims of more than one party, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable as applied to any claim asserted by any individual, then the entirety of the arbitration provision set forth herein shall be null and void.

(g) Injunctive Relief Limitation: The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide the relief warranted by that party's individual claim.

(h) Small Claims Procedure Alternative: Notwithstanding the foregoing binding arbitration procedure, either party may bring an individual action in small claims court (provided the claim otherwise qualifies for such a program) as an alternative to proceeding with arbitration.

Opt-Out Provision. YOU HAVE THE RIGHT TO OPT-OUT OF THIS ARBITRATION PROVISION WITHIN THIRTY (30) DAYS FROM THE DATE THAT YOU FIRST USE, OR ATTEMPT TO USE, THE SERVICE BY WRITING TO SUPPORT@FRASIL.COM OR TO THE ARBITRATION NOTICE ADDRESS. FOR YOUR OPT-OUT TO BE EFFECTIVE, YOU MUST SUBMIT A SIGNED WRITTEN NOTICE OPTING OUT AND CONTAINING ENOUGH DETAILS ABOUT YOU FOR US TO BE ABLE TO IDENTIFY YOU WITHIN THIRTY (30) DAYS. IF MORE THAN THIRTY (30) DAYS HAVE PASSED, YOU ARE NOT ELIGIBLE TO OPT OUT OF THIS PROVISION AND YOU MUST PURSUE YOUR CLAIM THROUGH BINDING ARBITRATION AS SET FORTH IN THESE TERMS.

## 26. Miscellaneous

(a) Reservation of Rights. We reserve all rights not expressly granted by these Terms.

(b) Material Terms. You acknowledge and agree that the binding arbitration agreement and the class action waiver, as well as warranty disclaimers and liability and remedy limitations in these Terms are material terms of these Terms and that they have been taken into account in the decision by us to provide the Frasil Platform.

(c) Severability. If any term or provision of these Terms is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, that term or provision will be deemed modified to the extent necessary to render such term or provision enforceable, and the terms and conditions hereunder will be construed and enforced accordingly, preserving to the fullest permissible extent the intent of these Terms.

(d) Governing Law. You agree the laws of New South Wales and the Commonwealth of Australia, without regard to any principles of conflicts of laws, will govern these Terms, your use of the Frasil Platform, and all matters relating to your access to, and/or use of, the Frasil Platform, including all disputes between you and us. You also agree that: (i) the Frasil Platform shall be deemed solely based in New South Wales and the Commonwealth of Australia; and (ii) the Frasil Platform shall be a passive site that does not give rise to personal jurisdiction over us, either specific or general, in any jurisdiction other than New South Wales and the Commonwealth of Australia.

If you are a User located in Australia, both you and Frasil agree to submit to the exclusive jurisdiction of the courts of New South Wales and the Commonwealth of Australia.

For the Users located in the United States: if any court of competent jurisdiction finds the arbitration and/or class action waiver provisions contained in these Terms to be invalid or inapplicable, you agree to the exclusive jurisdiction of the federal and state courts located in New York County, New York,

and the related appellate courts, in any related action or proceeding. Further, you irrevocably submit to the exclusive jurisdiction of, and venue in, the state and federal courts in New York County, New York, and the related appellate courts, in any related action or proceeding and agree shall to not raise any claims as to New York, New York being an inconvenient forum.

(e) Assignment; Waiver. You may not transfer, assign or delegate any of your rights, obligations or privileges hereunder; we may do so at any time. Any assignment of the foregoing other than as provided for in this section shall be null and void. We may transfer or assign any and all of its rights and obligations under these Terms to any other person, by any way, including by novation. No waiver of any provision or any right granted hereunder will be effective unless set forth in a written instrument signed by the waiving party. No waiver by either party of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default.

(f) Complete Agreement. These Terms, including any references mentioned and incorporated herein, together with such changes as may be subsequently made by we, constitute the complete agreement between you and us, our subsidiaries, affiliated companies, licensors, and those third parties assisting in the operation of the App with respect to the subject matter of these Terms and supersedes all prior agreements and understandings, written or oral. these Terms may not be amended by the Users. These Terms supersede any previous quotations, correspondence, or other communications, written or oral, between you and us. In no event shall we be liable for any failure to comply with these Terms to the extent that such failure arises from factors outside of our reasonable control.

(g) Electronic Communications. All information communicated as part of the Service is considered an electronic communication. When you communicate with us through the App or via other forms of electronic media, such as e-mail, you are communicating with us electronically. You agree that we may communicate electronically with you and that such communications, as well as notices, disclosures, agreements, and other communications that we provide to you electronically, are equivalent to communications in writing and shall have the same force and effect as if they were in writing and signed by the party sending the communication. You further acknowledge and agree that by clicking on a button labeled "SUBMIT", "CONTINUE", "NEXT", "REGISTER", "I AGREE" or similar links or buttons, you are submitting a legally binding electronic signature and are entering into a legally binding contract. You acknowledge that your electronic submissions constitute your agreement and intent to be bound by these Terms. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS AND OTHER RECORDS AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED THROUGH THE SERVICE.

## **26. Questions about Our Terms of Use**

If you have any questions or concerns regarding these Terms, you may contact us by e-mail at support@frasil.com.

I HAVE READ THESE TERMS AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.