

Tiered User Terms

Parties

Utilitarian Pty Ltd ABN 89 655 178 402 of Level 13, 2 Park Street, Sydney, NSW 2001 (**Utilitarian, we, us or our**)

AND

Customer, you, or your (name, ACN, address made available at point of purchase)

Background

- A The Utilitarian platform for web browser, iPhone and Android devices (**App**) (together, the **Platform**) is a Circular Economy Platform.
- B Customer wishes to access and use the Platform in accordance with the applicable Tier it subscribes to from time to time.
- C The parties may also conduct pilot activities or other commercial discussions, as part of which they undertake broader activities to be agreed defined separately (**Pilot Programs**).
- D These terms govern how the parties will provide and use the Platform (respectively) and if relevant, the scope and conduct of Pilot Programs.

Agreed terms

1 Our contract with you

1.1 These Terms apply to the supply of provision of the Platform by us to you and the Pilot Programs (if any).

1.2 Your agreement with us for the Platform comprises:

- (a) any online form you submit on the Platform for access to the Platform;
- (b) details available on the Platform (such as Tier inclusions and pricing);
- (c) these Terms; and
- (d) any document incorporated by reference into any of the above, or document that defines the scope of the Pilot Programs, together, the **Agreement**.

The Agreement contains the entire agreement between you and us in relation to its subject matter. Each party acknowledges that it has not relied on any statement, promise or representation or assurance or warranty that is not set out in the Agreement. In the event of inconsistency between the elements of the Agreement, the element listed higher in the clause above prevails to the extent of the inconsistency.

1.3 These Terms are made up of different sections, as follows:

- (a) **Part A – Use of the Platform:** you must register to use the Platform before you can access any other aspect of our services;
- (b) **Part B – Pilot Program(s):** if you are entitled to as part of the Tier you have chosen, you may be entitled to participate in one or more Pilot Program(s), and these Terms govern that relationship; and
- (c) **Part C – General:** these terms apply to our relationship generally, whether you only use the Platform or also participate in the Pilot Program.

Part A

2 Registration

- 2.1 You must register an Enterprise Account to access and use the Platform.
- 2.2 Registration of an Enterprise Account requires you to enter your Organisation name, contact details and any other information requested in the relevant registration form. This may include payment details for certain users or features.
- 2.3 You may authorise one individual User to access and use the Platform on your behalf. You must their name and contact details in the Platform, and must ensure that you have the appropriate consents and authorisation to disclose that information to us.
- 2.4 You are responsible for all acts and omissions of your User and any activity on your accounts.

Platform licence

- 2.5 Subject to payment of the applicable Fees (if relevant), and from the date the User Account is registered (**Registration Date**), we grant you a nonexclusive, nontransferable, licence for the Term to:
 - (a) access and use the Platform in accordance with the Agreement;
 - (b) add Authorised Users and set usage permissions; and
 - (c) access and use any other function of the Platform which we make available to you from time to time, all within the scope of the Tier you have subscribed to.
- 2.6 We set out the rights of each Tier on the Platform. You may move between Tiers from time to time, provided we agree and provided you pay the Fees applicable to the new Tier.
- 2.7 For clarity, the licence granted under clause 2.5 does not allow you to sublicense the Platform to third parties.
- 2.8 You must not transfer your User Account to any other person without our written permission.

Fees

- 2.10 Depending on the type of User Account you register for, and the Tier you want to access, there may be applicable Fees. These will be displayed in the App or other registration form as part of the registration process for that Tier. You must pay the Fees to access that Tier using a method accepted by us from time to time.

3 Features of the Platform

- 3.1 We are constantly looking to improve and develop the Platform. Consequently, the features of the Platform will change from time to time. We will give you at least 30 days' notice of any changes.

4 Your use of the Platform

Acknowledgment

- 4.1 You acknowledge and agree that:
 - (a) an internet connection is required to access the Platform and that you are responsible for setting up and maintaining that connection;
 - (b) you are responsible for controlling your information that is made available by way of the Platform;
 - (c) you are responsible for your username and password (including unauthorised use of them);
 - (d) we do not endorse or make any other representation about any user of the Platform, nor any product that appears in or is otherwise described or discussed in the Platform;
 - (e) while we use reasonable efforts to back up our data, we do not provide back up services and are not designed to be a digital wallet or locker which you can rely on to provide a permanent store of content uploaded into the Platform. The Platform is designed to provide the convenience of storing certain content in an easy-to-navigate format during the term of your subscription, but your access to it and the content uploaded to it ends when your subscription ends, and it is your responsibility to ensure that you have appropriate procedures in place to back up all data uploaded to the App and ensure you are able to access it once your subscription ends;
 - (f) we make reasonable efforts to maintain the security and confidentiality of the Platform but we cannot ensure or guarantee its safety. For example, hacking, vandalism, hardware or software failure may affect the security and confidentiality of the Platform, and we take no responsibility for such events where we have neither caused nor significantly contributed to their occurrence; and
 - (g) you have exercised your own judgement as to the suitability of the Platform for your purposes.
- 4.2 If you become aware of unauthorised use of your username and password (or other security breach) then you agree to inform us immediately.
- 4.3 Subject to clause 13.6, you agree that:
 - (a) the Platform may contain errors and may not be available from time to time;
 - (b) Utilitarian excludes any warranty or representation not expressly set out in these terms, and specifically makes no representation and gives no warranty that use of the Platform will:
 - (i) not infringe the Intellectual Property Rights or other rights of any third party; and

- (ii) be free from defects, fit for any particular purpose or function in any specified manner.

Your conduct

- 4.4 You must not use the Platform in any jurisdiction where it is unlawful for you to do so.
- 4.5 You must:
- (a) follow our reasonable directions in connection with the access to and use of the Platform;
 - (b) use the Platform in accordance with all applicable laws, including the *Competition and Consumer Act 2010* (Cth), *Online Safety Act 2021* (Cth) and the Privacy Laws; and
 - (c) only use the Platform in accordance with the Agreement.
- 4.6 You must not use the Platform:
- (a) to engage in unlawful or fraudulent behaviour;
 - (b) to defame, menace or harass any third party;
 - (c) to circumvent any security measures;
 - (d) to distribute, view or create any material that:
 - (i) is or may be defamatory, offensive, obscene, illegal or unlawful; or
 - (ii) infringes any third party's Intellectual Property Rights;
 - (e) through act or omission, to mislead or deceive others; or
 - (f) in any other manner that we reasonably consider to be unacceptable.
- 4.7 If we make available to you any feature or functionality that allows you to store, distribute, provide, or otherwise transmit information, data or material through the Platform, you must not use such features or functionality for the purposes of accessing, storing, distributing, providing (including to us) or otherwise transmitting any information, data, material or content that:
- (a) infringes the Intellectual Property Rights of any third party;
 - (b) is or is likely to be false, misleading, deceptive, including with respect to product capabilities and features, warranty or support inclusions, and 'green', environmental, social or governance claims;
 - (c) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - (d) promotes unlawful violence;
 - (e) depicts sexually explicit images; or
 - (f) is discriminatory or promotes discrimination based on race, gender, colour, religious belief, sexual orientation or disability.
- 4.8 We reserve the right to remove from the Platform any of your information, data or material that we consider to be inappropriate or otherwise in breach of clause 4.6 or 4.7.

Suspension

- 4.9 Without limiting any other remedy, we may suspend your access to the Platform if:
- (a) we reasonably believe you are in breach of these terms; or
 - (b) a third party alleges that you have or have threatened to do any of the things described in clause 4.6 or 4.7,
- until we are satisfied on reasonable grounds that the relevant issue has been resolved.

Third party services

- 4.10 This Platform may also use social networking, a share functionality or may contain links to other sites that we do not own or control (**third party sites**). We have no control over, and assume no responsibility for, any share functionality or the content, privacy policies, or practices of any social media platform or third party site. Your use of any social media platforms or third party sites is subject to the particular site's terms of use. You should review the terms of use of each social media platform or third party site before using any share functionality or third party site linked to this Platform. By using this Platform, you release Utilitarian from any and all liability arising from your use of any share functionality or third party site accessed from this Platform. You also understand that any information you communicate via a share functionality or third party site may become publicly available and that Utilitarian is not responsible for the conduct of others who may view, collect and use this information.

No assignment

- 4.11 Utilitarian Material remains our property.
- 4.12 We own, and do not assign to or create for your benefit, any Intellectual Property Rights (including future Intellectual Property Rights):
- (a) in the App or the Platform;
 - (b) in Utilitarian Material; or
 - (c) otherwise created by Utilitarian in the delivery of the Platform.

Licence of Your Material

- 4.13 You grant to Utilitarian a nonexclusive, revocable, global licence to exercise the Intellectual Property Rights in Your Material in connection with us providing the Platform, including to use and modify Your Material.
- 4.14 The licence granted under clause 4.13 includes the right to sublicense to third parties.

No use of Utilitarian's marks

- 4.15 You must not use the trade marks or logos of Utilitarian except with our prior written consent. If you wish to use our trade marks or logos, you can make a request to us at any time, and if we consent we will provide approved logos as well as conditions of use of those logos. We can withdraw our consent at any time, including if you use our logos contrary to any conditions of use or in breach of the Agreement.

Infringement

- 4.16 You agree not to:
- (a) decompile, disassemble or reverse engineer the Platform (or any part of it);
 - (b) use the Platform other than as expressly permitted under these terms;
 - (c) modify the Platform; or
 - (d) merge all or any part of the Platform with any other Platform without prior written permission (such as through API integration, which will only occur if we approve on a case by case basis).

5 Types of users and content

- 5.1 From time to time, we may establish different types or classes of users within the Platform ecosystem. You must only act in accordance with the rights and permissions granted to your type or class of user, as communicated to you through the Platform or as otherwise set out in these terms from time to time.
- 5.2 Presently, the three types of user we allow in the Platform are:
- (a) Consumers – individuals who use the App to manage their devices and interactions with Product Owners;
 - (b) Enterprise – Suppliers – brands or manufacturers who provide information about their devices and interact with Consumers; and
 - (c) Enterprise - Sustainability Service Providers – groups, associations or users who operate or are interested in the circular economy and establish a profile in the Platform to promote their own services or perform services in partnership with other Enterprises.
- We may add or change the user types from time to time.
- 5.3 If you are (or represent) a Enterprise - Supplier, you:
- (a) must not post content about another manufacturer, its products, practices or personnel;
 - (b) may claim products which are yours, and in relation to such products, post official content about them subject to paying applicable Fees.
- 5.4 We have different classes or types of content:
- (a) official content – this has been posted by the Enterprise - Supplier of a device and is verified by them;
 - (b) unofficial content – this has been posted by a Consumer or Sustainability Service Provider and has not been verified by the Enterprise Supplier.
- 5.5 You should treat content accordingly. If you have complaints or comments about the content posted by others, you can contact us, but we do not guarantee to monitor or take down content unless required to do so by applicable law.

6 Your warranties

- 6.1 You warrant that you will act in good faith in your dealings with other users of the Platform.
- 6.2 By adding or uploading any Personal Information to the Platform, or otherwise providing to us Your Material or Third Party Material, you warrant that, and it is a condition of these terms that:
- (a) you own or are the lawful licensee of the Intellectual Property Rights in Your Material; and
 - (b) you have all necessary consents, permissions, licences, regulatory approval or other authorities needed:
 - (i) to add or upload any Personal Information to the Platform;
 - (ii) to provide to us Your Material or Third Party Material;
 - (iii) for us to use Your Materials and any Third Party Material as set out in these terms,

and that our use of the Personal Information, Your Materials and any Third Party Material as set out in these terms and our Privacy Policy will not infringe the Intellectual Property Rights, privacy rights, or other rights of any third party or cause us to be in breach of any applicable law.

6.3 You acknowledge that you are responsible for your use of material that is made available by the Platform.

7 Amending Platform Terms

7.1 We may amend these terms from time to time. If we do so, we will notify you at least 30 days in advance. If you do not agree to the changes, you can terminate your use of the Platform and do not have to pay us any early termination charges (but you do have to pay for your use up to the effective date of termination) within that 30 day period. If you continue to use the Platform after 30 days of us making a change then you are taken to have accepted that change.

Part B – Pilot Program(s)

8 Pilot Period

8.1 If you are subscribed to a Tier that entitles you to, you may request that we enter into a Pilot Program with you.

8.2 If we agree, then:

- (a) you and we will negotiate in good faith to define the scope of the Pilot Program, including any Fees payable in respect of the Pilot Program, and record them in a '**Pilot Scope**'; and
- (b) subject to that agreement, the Pilot Program will continue for 6 months, or such other period as you and we agree in writing (**Pilot Period**).

9 Pilot Program(s)

Pilot Services

9.1 During the Pilot Period:

- (a) each party will perform its obligations as defined in the Pilot Scope;
- (b) unless otherwise agreed, Utilitarian will provide reasonable access to its application for trial and evaluative use by the Customer (such use to be otherwise subject to and in accordance with the terms of use that apply to the application as made known by Utilitarian); and
- (c) each party respectively will use reasonable endeavours to provide any other services as agreed in writing from time to time between the parties and otherwise provide reasonable cooperation in connection with the pilot (**Pilot Services**).

Lessons Learned and parameters for good faith negotiations

9.2 At an agreed time no less than 2 months prior to the end of the Pilot Period, both parties must jointly review and assess the potential commercial opportunities for discussion in relation to the Pilot Services. The parties will each cooperate in the preparation of a written document (**MOU**) summarising their findings, including:

- (a) potential commercial relationships between the parties in connection with the use of the Pilot Services; and
- (b) the parameters for further commercial discussions between the parties regarding ongoing commercial use of the Pilot Services after the Pilot Period.

9.3 The MOU must be completed within 10 days or such other period as agreed by the parties.

Good faith negotiations regarding further commercial relationship

9.4 Promptly following the completion of the MOU, the parties must each enter good faith negotiations at a reasonable frequency for a period of at least 50 days, to explore a possible commercial relationship between them in relation to use some or all of the Pilot Services on a commercial basis after the Pilot Period, and if agreed, to document that commercial relationship. The parties agree to use the MOU as the basis for the discussions. Any agreement reached regarding such relationship (if any) will be recorded in a separate written agreement that will govern such relationship.

9.5 The Customer acknowledges and agrees that:

- (a) any Pilot Services provided by Utilitarian under this agreement are 'trial' versions, not final and ready for commercialisation versions;
- (b) its rights to access and use the Pilot Services under this agreement end on the termination or expiry of this agreement; and
- (c) if the parties reach agreement on the use of any or all of the Pilot Services following the Pilot Period, additional terms and conditions will apply and the parties will need to enter into a formal commercial agreement prior to such use of the Pilot Services.

PART C – General terms

10 Confidential Information

10.1 Each party must:

- (a) keep the other party's Confidential Information secret and confidential;
- (b) not access, use or reproduce the other party's Confidential Information for any purpose other than for the Permitted Purpose, nor assist or permit any other person to do so;
- (c) not disclose the other party's Confidential Information except as permitted under these Terms; and

- (d) take all steps reasonably necessary to safeguard the other party's Confidential Information from unauthorised access, use or disclosure.
- 10.2 Subject to clause 10.3, a party must not disclose the other party's Confidential Information to any person except:
 - (a) its Representatives on a "need to know" basis provided those persons are bound by confidentiality obligations similar to those set out in these Terms. A party is liable for any unauthorised access, use or disclosure by its Representatives of the other party's Confidential Information;
 - (b) with the other party's written consent; or
 - (c) if required by law or the rules of any stock exchange to which the party is subject.
- 10.3 Utilitarian may disclose the existence and terms of the Agreement to potential investors.

11 Privacy

Use of Personal Information

- 11.1 We will collect and use your Personal Information and any Personal Information you upload or add to the Platform in accordance with our Privacy Policy (www.utilitarian.world/privacy).

Treatment of Personal Information

- 11.2 You must obtain consent from, and make any necessary disclosures to, all relevant individuals before disclosing their Personal Information to us under these terms, and otherwise comply in all respects with your obligations under the Privacy Act.
- 11.3 You must give all assistance we require and comply with all directions we give from time to time in relation to our compliance with the Privacy Act, or any investigation, request or enquiry (formal or otherwise) from the Privacy Commissioner regarding the Personal Information disclosed to Utilitarian these terms.
- 11.4 You must notify us immediately if you become aware of any breach of clause 11.

12 Intellectual Property

- 12.1 Each party (or its licensors, as applicable) retains ownership of all Intellectual Property Rights subsisting in the Background IP. Any modification or enhancement to any Background IP of a party is deemed to form part of the Background IP of that party and all Intellectual Property Rights in such modification or enhancement vest in that party immediately from creation. If a party's Background IP is modified or enhanced by or on behalf of the other party, then the other party assigns all Intellectual Property Rights it may have in such modification or enhancement immediately from creation.
- 12.2 Each party grants the other party a non-exclusive licence to use its Background IP provided or made available to the other party, solely for the purposes of the Agreement.
- 12.3 All Intellectual Property Rights in any Material created by or on behalf of a party in the course of performing the Pilot Services will vest in Utilitarian (**Developed IP**). The Customer assigns all Developed IP to Utilitarian immediately from creation.
- 12.4 Neither party may make any public announcement regarding the Agreement or the activities contemplated by it without the prior written consent of the other party (not to be unreasonably withheld or delayed).
- 12.5 Each party may create marketing or promotional materials regarding the Agreement or the activities contemplated by it, but must obtain the consent of the other party to the form of those materials (not to be unreasonably withheld or delayed), including complying with the other party's reasonable requirements in connection with the use of the other party's logos or branding.

13 Liability and Indemnities

Limitation

- 13.1 Subject to clauses 13.2 and to the extent permitted by law, each party's liability in connection with the Agreement is limited to an amount equal to the Fees paid under it.

Consequential Loss

- 13.2 Subject to clause 13.4 and 13.6, neither party is liable for any Consequential Loss however caused (including by its negligence), suffered or incurred by the other in connection with the Agreement.

Seriousness or nature

- 13.3 For clarity and without limiting clauses 13.1 and 13.2 the parties agree that clauses 13.1 and 13.2 are to apply in connection with a breach of these terms, anticipated breach of these terms and other conduct regardless of the seriousness or nature of that breach, anticipated breach or other conduct.

Indemnity for third party claims

- 13.4 Each party (**Indemnifier**) indemnifies the other (**Indemnified**) against any loss, damage, cost and expense (including legal fees on a party-party basis) incurred as a result of a third-party claims against the Indemnified:
 - (a) In the case of you as Indemnifier, alleging facts which if true would be a breach of clauses 4.6, 4.7, 4.16 or 6.2; and
 - (b) In the case of use as Indemnifier, alleging facts which if true would mean that we do not have sufficient rights to grant you the licence in clause 2.5 and clauses 13.1 and 13.2 do not apply to that indemnity (but liability is reduced

to the extent that the Indemnified's and clauses 13.1 and 13.2 do not apply to that indemnity (but liability is reduced to the extent that the Indemnified's breach of contract or breach of law caused or contributed to its loss).

Australian consumer law

- 13.5 Except as contemplated by clause 13.6, nothing in these terms is intended to limit any of your rights under the *Competition and Consumer Act 2010* (Cth).
- 13.6 If the *Competition and Consumer Act 2010* (Cth) or any other legislation states that there is a guarantee in relation to any goods or services we supply in connection with these terms and our liability for failing to comply with that guarantee cannot be excluded but may be limited, then clauses 13.1 and 13.2 do not apply to that liability. Instead our liability for that failure is (at our election) limited to:
- (a) in the case of a supply of goods, us replacing the goods or supplying equivalent goods, repairing the goods, paying the cost of replacing the goods or of acquiring equivalent goods, or paying the cost of having the goods repaired; or
 - (b) in the case of a supply of services, us supplying the services again or paying the cost of having the services supplied again.

14 Termination

Term

- 14.1 The Agreement commences when you first use the Platform and continues until terminated under this clause 14.

Termination for convenience

- 14.2 Either party may terminate these terms by thirty days' written notice given to the other.

Termination for breach

- 14.3 We can terminate these terms (and your access to the Platform) immediately on notice to you if we reasonably consider that you are in breach of these terms and the breach cannot be remedied, or on 14 days' notice if you fail to remedy a breach that can be remedied within that 14 days.

After termination

- 14.4 On termination of these terms:
- (a) the licence granted under clause 2.5 is immediately revoked;
 - (b) we may immediately delete your User Account from the Platform;
 - (c) we may issue an invoice for any amounts due, or which have accrued under these terms and not previously invoiced; and
 - (d) we may delete or destroy Your Material (and so you should retrieve any of Your Material that you need before the expiration of the notice period).

Survival

- 14.5 Termination of these terms will not affect clauses 4.3, 4.13 to 4.16, 12, 13.14.4, 15, or any provision of these terms which is expressly or by implication intended to come into force or continue on or after the termination.

15 De-identified data

- 15.1 Despite any other clause in these terms, Utilitarian and its suppliers may use any data which is de-identified for any purpose.

16 GST

16.1 Definitions

Any terms capitalised in clause 16 and not already defined in clause 17 have the same meaning given to those terms in the GST Act.

16.2 GST exclusive

Except under clause 16.3, the consideration for a Supply made under or in connection with this document does not include GST.

16.3 Taxable Supply

If a Supply made under or in connection with this document is a Taxable Supply, then at or before the time any part of the consideration for the Supply is payable:

- (a) the Recipient must pay the Supplier an amount equal to the total GST for the Supply, in addition to and in the same manner as the consideration otherwise payable under this document for that Supply; and
- (b) the Supplier must give the Recipient a Tax Invoice for the Supply.

16.4 Later GST change

For clarity, the GST payable under clause 16.3 is correspondingly increased or decreased by any subsequent adjustment to the amount of GST for the Supply for which the Supplier is liable, however caused.

16.5 Reimbursement or indemnity

If either party has the right under this document to be reimbursed or indemnified by another party for a cost incurred in connection with this document, that reimbursement or indemnity excludes any GST component of that cost for which an Input Tax Credit may be claimed by the party being reimbursed or indemnified, or by its Representative Member, Joint Venture Operator or other similar person entitled to the Input Tax Credit (if any).

16.6 Warranty that Tax Invoice is issued regarding a Taxable Supply

Where a Tax Invoice is given by the Supplier, the Supplier warrants that the Supply to which the Tax Invoice relates is a Taxable Supply and that it will remit the GST (as stated on the Tax Invoice) to the Australian Taxation Office.

16.7 Progressive or Periodic Supplies

Where a Supply made under or in connection with this document is a Progressive or Periodic Supply, clause 16.3 applies to each component of the Progressive or Periodic Supply as if it were a separate Supply.

17 General

17.1 The laws of New South Wales, Australia govern the Agreement.

17.2 Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia and courts competent to hear appeals from those courts.

17.3 A party must not assign its rights or novate its rights and obligations under the Agreement without the other party's prior written consent, which must not be unreasonably withheld.

17.4 A clause or part of a clause of the Agreement that is illegal or unenforceable may be severed from the Agreement and the remaining clauses or parts of the clause of the Agreement continue in force.

17.5 The Agreement constitutes the entire agreement between the parties about its subject matter and supersedes any previous understanding, agreement, representation or warranty relating to this subject matter.

18 Definitions

18.1 In the Agreement:

Background IP means the Pilot Services and any other Materials a party provides or makes available to the other party in connection with this Agreement, and in the case of Utilitarian includes any application or other software or SaaS product provided to the other party in connection with the Agreement.

Confidential Information of a party means:

- (a) the terms of the Agreement; and
- (b) all information, know-how, ideas, concepts, technology, manufacturing processes, industrial, marketing and commercial knowledge of a confidential nature (whether in tangible or intangible form) relating to or developed in connection with or in support of the business of the party which is disclosed, communicated or delivered to, learnt by, or which otherwise comes to the knowledge of or into the possession of the other party under or in connection with the Agreement,

but does not include:

- (a) information which is or becomes generally available in the public domain (other than through any breach of confidence);
- (b) information rightfully received by the other party from a third person who is under no obligation of confidentiality in relation to the information and who has not obtained that information either directly or indirectly as a result of a breach of any duty of confidence owed to the first party; or
- (c) information which has been independently developed by the other party.

Consequential Loss means:

- (a) loss of bargain;
- (b) loss of revenues;
- (c) loss of reputation;
- (d) indirect loss;
- (e) loss of profits;
- (f) consequential loss;
- (g) loss of actual or anticipated savings;
- (h) lost opportunities, including opportunities to enter into arrangements with third parties;
- (i) loss or damage in connection with claims against you by third parties; and
- (j) loss or corruption of data.

Fees means the fees payable for access to the Platform and in consideration of any other services provided by us under the Agreement.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Intellectual Property Rights means all industrial and intellectual property rights, both in Australia and throughout the world, and includes any copyright, moral right, patent, registered or unregistered trade mark, registered or unregistered design, trade secret, knowhow, trade or business or company name, or right of registration of those rights.

Lessons Learned Report means the report contemplated in clause 9.2.

Material includes software, source code, object code, test cases, documents, equipment, reports, technical information, customer lists, studies, plans, charts, drawings, calculations, tables, schedules and data stored by any means.

Permitted Purpose means a possible business relationship between the parties.

Personal Information has the meaning given to that term by the *Privacy Act 1988* (Cth).

Pilot Period has the meaning given to it in clause 8.1.

Pilot Program means the services and obligations contemplated in clause 9.

Pilot Services has the meaning given to it in clause 9.1.

Progressive or Periodic Supply means a Taxable Supply that satisfies the requirements of section 156-5 GST Act.

Representative of a party includes an employee, agent, officer, director, auditor, advisor, partner, consultant, joint venturer, or subcontractor of that party.

Supplier means the entity making the Supply.

Tier means a particular set of rights to use the Platform, as set by us and as described on the Platform (or other location reasonably determined by us) from time to time.

User means the individual you have registered to use the Platform on your behalf.

