

# Real Renovation App™ - End User Licence Agreement



## 1. PURPOSE + BACKGROUND

- 1.1 By installing, downloading, using or accessing the *Real Renovation App™* from any Mobile Device, you agree to comply with the terms and conditions of this EULA.
- 1.2 If you do not agree to these terms and conditions, do not install, download, use or otherwise access the *Real Renovation App™*.
- 1.3 This EULA is a contractual agreement between you and us.
- 1.4 The *Real Renovation App™* is licensed, not sold, to you for personal use subject to the terms of this EULA. We reserve all rights not expressly granted to you in this EULA.
- 1.5 We may change, vary or modify all or part of the EULA at any time at our sole discretion.
- 1.6 If we adopt new terms and conditions of this EULA:
- 1.6.1 we will post the new EULA on the *Real Renovation App™*; and
- 1.6.2 the new EULA will, from the date of posting, apply to your use of and access to the *Real Renovation App™* through your acceptance of them by subsequent or continued use of the *Real Renovation App™*.
- 1.7 It is your responsibility to check this EULA periodically for changes.
- 1.8 If you object to any variation to the EULA, your only remedy is to immediately discontinue your use of the *Real Renovation App™*.
- 1.9 By using the *Real Renovation App™*, you affirm that you are 18 years or over or otherwise possess legal parental or guardian consent.

## 2. APP FUNCTIONALITY

- 2.1 The *Real Renovation App™* enables users to find suppliers and access offers for renovation related products or services that they need in real time. Business intelligence and analytics allow retailers, suppliers and service providers relevant to the renovation market to connect with potential customers and deliver relevant offers, products and services directly to their target customer market.

## 3. LICENCE

- 3.1 You are granted a non-exclusive, non-transferable license to use the *Real Renovation*

*App™* on any Mobile Device that you own or control and as permitted by any usage conditions we impose from time to time. You may not add the *Real Renovation App™* to a device that you do not own or control.

3.2 This EULA does not grant you the right to distribute the *Real Renovation App™* or make the *Real Renovation App™* available over a network for use on more than one Mobile Device at a time.

3.3 You may not transfer, redistribute or sub-licence the *Real Renovation App™*. This means you may not sell, rent, lend, lease or otherwise give access to your licensed copy of the *Real Renovation App™* to anyone else, or make your copy available to any other person or entity by any means other than those allowed by the relevant App Store.

3.4 If you sell or transfer ownership (including by leasing or by gift) your Mobile Device to a third party, you must remove the *Real Renovation App™* from the Mobile Device before doing so.

3.5 You may not copy (except as permitted by this EULA), reverse-engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the *Real Renovation App™*, any updates, or any part of it (except as and only to the extent that any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open-sourced components included with the *Real Renovation App™*).

3.6 Any attempt by you to do so is a breach of this EULA and you may be liable to pay us damages.

3.7 This EULA applies also to any updates to the *Real Renovation App™* that replace and/or supplement the original App, unless the upgrade is subject to and accompanied by a separate licence. If the update is accompanied by its own EULA then the terms of that licence will govern the update.

## 4. ACKNOWLEDGEMENTS

### *Third party materials*

4.1 The *Real Renovation App™* may incorporate materials from third parties. You agree that we are not responsible for, and we make no warranties in respect of, vetting, examining or evaluating those materials (including any third party products or services) or its accuracy.

4.2 To the full extent permitted by law, we do not accept any liability or responsibility for any third-party materials or websites, or for

any other materials, products, or services of third parties. You agree that you will not use any third-party materials in a manner that would infringe or breach the rights of any other person and that we are not in any way responsible for any such use by you.

4.3 You assume total responsibility for your use of the *Real Renovation App™* and any linked independent third-party websites.

### *Suitability of services*

4.4 We do not undertake any obligation to consider whether any information, offers, products or services provided through the *Real Renovation App™* is either sufficient or appropriate for your circumstances.

### *App content*

4.5 The *Real Renovation App™* may include archived information and resources, which may be incorrect or out-of-date.

4.6 All quotes and prices obtained through the *Real Renovation App™* are approximate and subject to final confirmation by the relevant RRA Business or ultimate retailer or service provider and are supplied in accordance with that business' applicable terms and conditions of supply.

4.7 You acknowledge that the *Real Renovation App™* does not provide legal, financial, accounting or other professional advice nor are they a substitute for the same and are provided for your information only. You should make your own enquiries and take independent professional advice tailored to your specific circumstances prior to making any decisions in respect of the information, products and services accessed via the *Real Renovation App™*.

4.8 We will not be liable for loss or damage suffered or incurred by you where that loss or damage results from any action or decision by you in reliance on the content on the *Real Renovation App™*, nor any interruption, delay in operation or transmission, virus, communications failure, Internet access difficulties, or malfunction in equipment or software.

### *Data security*

4.9 To the extent permissible by applicable law, we do not guarantee or warrant that any content or data you may store or access by your use of the *Real Renovation App™* will not be subject to inadvertent damage, corruption, loss (including inadvertent disclosure to third parties), delayed access or removal and, subject to clause 13, we shall not be responsible should such damage, corruption, loss, delayed access or removal occur and you

agree to indemnify us, our partners and any company controlled by us, from any such loss, claims or damage.

4.10 We cannot ensure that any files or other data you access or download from the *Real Renovation App™* will be free of viruses or contamination or destructive features.

#### Access

4.11 Your access to the *Real Renovation App™* may be suspended without notice in the case of system failure, maintenance or repair, or any reason beyond our control.

#### Other rights

4.12 Except as expressly provided otherwise in this EULA, we reserve the right to change or discontinue any page, functionality, feature or service (or part thereof) on the *Real Renovation App™* at any time.

4.13 If you submit, upload or store content in the *Real Renovation App™*, you acknowledge and agree that we may at any time, in our absolute discretion, remove any content or comment that in our sole opinion does not comply with the terms and conditions of this EULA or is otherwise considered by us to be objectionable, inappropriate, inaccurate, offensive or for any other reason. For the avoidance of doubt, we will not be required to give you a reason for the removal of the content and no further correspondence will be entered into on the subject.

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## 5. SYSTEM

5.1 The *Real Renovation App™* exchanges data with and stores data in our *system* which is hosted by a third party hosting service provider and is located in the cloud.

5.2 The *Real Renovation App™* also exchanges information relating to user authentication with our central server. This includes email address(es).

5.3 Subject to clause 13, you agree to use the *system* and the *Real Renovation App™* at your sole risk.

5.4 You will not use the *system* (via use of the *Real Renovation App™*) in any manner that is inconsistent with the terms of use of the *system*, this EULA or in a way that infringes the intellectual property rights of any person or in a manner which is unlawful.

5.5 We reserve the right to change, suspend, remove, disable or impose access restrictions or limits on use of the *system* and/or *Real Renovation App™* at any time without notice or liability to you.

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## 6. AUTHENTICATION DATA + SECURITY

6.1 We store data in the cloud which is used to authenticate permitted users and enable use of the *Real Renovation App™*. This data is limited to email address(es), encrypted password and a URL to the *system(s)* to which a permitted user has access, as well as photos and data regarding your renovations that you may upload onto the *Real Renovation App™* from time to time. Further details are contained in clause 9.

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## 7. MOBILE DEVICE DATA

7.1 You agree that the *Real Renovation App™* and/or a relevant App Store may collect and use technical data and related information including but not limited to technical information about your Mobile Device, system and application software, as well as peripherals. Such data may be gathered periodically to facilitate the provision of software updates, product support, and other services to you (if any) related to the *Real Renovation App™*.

7.2 We may use this information, as long as it is in a form that does not personally identify you, to improve our products or to provide services or technologies to you.

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## 8. APP STORES COLLECTED DATA

8.1 Data collected by *Apple* and/or *Google* pursuant to the relevant terms and conditions of the App Stores may be disclosed as required by law.

8.2 Such information may also be disclosed by *Apple* and/or *Google* when it is believed in good faith that disclosure is necessary to protect their rights, protect your safety or the safety of others, investigate fraud, or respond to a government request.

8.3 Additionally, *Apple* and/or *Google* may provide information to trusted service providers who work on their behalf, but do not have an independent use of the information disclosed to them.

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## 9. PERSONAL INFORMATION + PRIVACY

9.1 Any personal information collected from you through the *Real Renovation App™* will be collected in accordance with our Privacy Policy.

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## 10. TERMINATION

10.1 You may terminate this EULA by destroying or deleting the *Real Renovation App™* on your Mobile Device.

10.2 We may terminate this EULA or disable your access to and use (in whole or in part) of the functionality of the *Real Renovation App™* in each case for any reason but without prejudice to antecedent rights and continuing obligations.

10.3 This EULA will terminate automatically and without any notice from us or by the *Real Renovation App™* if you breach the terms of this EULA.

10.4 If this EULA is terminated by you or by us you must cease all use of the *Real Renovation App™*. You must destroy any and all copies, full or partial, of the *Real Renovation App™*.

10.5 Upon termination of this EULA neither of us will have any further obligations under this EULA other than:

10.5.1 in respect of any liability for antecedent breach; or

10.5.2 any liability in respect of provisions of this EULA which are expressed to continue in full force and effect notwithstanding termination.

10.6 The following clauses of this EULA shall continue in full force and effect notwithstanding termination of this EULA: 9 (*personal information*); 10 (*termination*), 13 (*limitation of liability*) 14 (*intellectual property rights*), 15 (*assignment*), 16 (*governing law*) and 17 (*definitions*).

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## 11. WARRANTIES

11.1 Subject to clause 13, you expressly acknowledge and agree that use of the *Real Renovation App™* and the *system* is at your sole discretion and risk.

11.2 To the extent permitted by applicable law, the *Real Renovation App™* and any services performed or provided by the *Real Renovation App™* are provided "as is" and "as available".

11.3 While great care has been taken in the development of the *Real Renovation App™*:

11.3.1 we do not warrant against interference with your enjoyment of the *Real Renovation App™* and no warranty is granted that the *Real Renovation App™* will meet your requirements for any purpose;

11.3.2 no warranty is given that the operation of the *Real Renovation App™* will provide uninterrupted or error-free functionality or that any defects known or unknown in the *Real Renovation*

App™ will be updated and/or corrected.

11.4 For the avoidance of doubt, we do not give or make any guarantee, warranty or representation as to any outcome, result, benefit, financial gain or profit you might achieve or obtain by purchasing the *Real Renovation App™*. We do not guarantee, warrant or represent that you will make money from any of your renovation projects if you purchase the *Real Renovation App™*. You acknowledge and agree that you have purchased the *Real Renovation App™* with no reliance on any information, statement or representation from us or any individual representing us.

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## 12. SUPPORT

12.1 We are not required to provide any support services in respect of, or to update or provide, new releases of any software or applications in relation to the *Real Renovation App™*. We are not required to ensure or maintain any compatibility with any particular hardware or software.

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## 13. LIMITATION OF LIABILITY

13.1 Subject to any applicable laws which cannot be excluded or modified, our aggregate liability for breach of or liabilities under, in respect of and in connection with this EULA and the *Real Renovation App™*, as well as our duties at law and in equity (however arising) and whether in contract, tort (including without limitation negligence), under statute, under indemnities or on any other basis is limited at our option to:

13.1.1 in the case of goods - the replacement of the goods, the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods; or

13.1.2 in the case of services - the supply of the services again or the payment of the cost of having the services supplied again.

13.2 Subject to any applicable laws which cannot be excluded or modified, in no circumstances will we be liable to you or your successors in title or permitted assignees for Consequential Loss arising out of, in connection with or relating to the performance, breach, termination or non-observance of this EULA.

13.3 For the avoidance of doubt, subject to any applicable laws which cannot be excluded or modified, in no circumstances shall we be

liable for the products or services supplied by third party RRA Businesses through the *Real Renovation App™* and you indemnify us from any such claims in this regard.

13.4 If section 23 of the ACL applies to any provisions in this EULA, any such provision(s) shall be void to the extent it is unfair within the meaning of section 24 of the ACL.

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## 14. INTELLECTUAL PROPERTY RIGHTS

14.1 You acknowledge:

14.1.1 that our exclusive right, title and interest in and to any and all Intellectual Property Rights embodied in or pertaining to the Real Renovation App™ and associated materials, including but not limited to any enhancements, Modifications and derivative works, text, images and models contained in Real Renovation App™ and/or its associated websites and/or social media pages, shall at all times be and remain our exclusive property; and

14.1.2 that you have no rights whatsoever in or to any such Intellectual Property Rights.

14.2 You must notify us in writing if you become aware of:

14.2.1 any infringement of any of our Intellectual Property Rights;

14.2.2 any defect in the Rapid Reno Mate™ App; or

14.2.3 any material matters that may be of concern to us concerning the Real Renovation App™ or this EULA which come to your attention.

14.3 Subject to the provisions of this EULA, all rights, including but not limited to all Intellectual Property Rights related to or arising in respect of or concerning the grant of EULAs, the Real Renovation App™ and our business (collectively, Relevant Rights), are expressly reserved to us and you must not use the Relevant Rights without our prior written consent. You shall acquire no Relevant Rights and must not claim ownership of or a right to use any Relevant Rights in any form or manner.

14.4 You must not do anything that will or is likely to damage or diminish the Relevant Rights or the reputation of Naomi Findlay Pty Ltd, its owner(s), partners or other entities controlled by Naomi Findlay Pty Ltd.

14.5 You must not remove any copyright, attribution or trade mark notices contained on

the Real Renovation App™ or material made available to you through the App.

14.6 No duplication or reproduction of Real Renovation App™ content is permitted without our express written permission.

14.7 You must comply with all restrictions as may be applied to your access and use of the Real Renovation App™.

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## 15. ASSIGNMENT

You may not assign, dispose of or otherwise transfer this EULA or any rights or obligations under it without our prior written permission.

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## 16. GOVERNING LAW

This EULA is governed by the laws of New South Wales which shall have non-exclusive jurisdiction with respect to any disputes.

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## 17. DEFINITIONS

In this EULA, unless the context otherwise requires or provides:

**ACL** means *Competition and Consumer Act 2010* (Cth) and State, Territory or Commonwealth laws in Australia, as amended or replaced from time to time.

**App Stores** means *Google Play* (Android Mobile Devices) and the *App Store* (iOs Mobile Devices).

**Consequential Loss** means any indirect, consequential, special or incidental loss or damage suffered by a party to this EULA including loss of profits, revenue, loss or corruption of data, goodwill, bargain, opportunities and loss of anticipated savings or other such loss or damage which may fairly and reasonably be considered not to arise naturally, that, is not according to the usual course of things, from the breach or other act or omission giving rise to the relevant liability.

**EULA** means the end user licence agreement constituted by this document between us and you.

**Intellectual Property Rights** means all forms of intellectual property rights (whether registered or unregistered) in copyright, designs, patents, trade marks, domain names, trade secrets, know-how, confidential information, and all other similar proprietary rights and all extensions and renewals thereof anywhere in the world which currently exist and/or are recognised in the future.

**Mobile Devices** means communication devices (whether strictly mobile or not) which utilise the *Android* or *iOS* operating system software or their successor operating systems in each

case to the extent compatible with the *Rapid Reno Mate™* App.

**Modification** means, in relation to the *Rapid Reno Mate™* App, any adaptation or derivative of the App software within the meaning of the *Copyright Act 1968* (Cth).

**Privacy Policy** means our privacy policy available on the *Rapid Reno Mate™* App and/or associated websites as amended or updated from time to time.

**Real Renovation App™** means the application by that name (including any patches or updates and any user generated content) for use on Mobile Devices which is made available for download on the App Stores.

**RRA Business** means a retailer, supplier or service provider or other business that is relevant to the renovation market and that has agreed to offer its products and/or services to you via the *Real Renovation App™*.

**system** means the software solution or system owned by Naomi Findlay Pty Ltd and hosted in a data centre by a third party provider, which use or right of access is subject to compliance with relevant terms of use and/or usage conditions in issue from time to time and/or an agreement in writing (as the case may be).

**we, us, or our** means Naomi Findlay Pty Ltd (ACN 613 128 386) of 69 Cowper Street Wallsend NSW Australia 2287, but for the purposes of this EULA shall include its assignees and successors in title from time to time.

**you or your** refers to the relevant end user and owner of the *Rapid Reno Mate™* App.