# **Terms and Conditions**

Please read the following terms and conditions carefully before using this platform. By selecting the "register" and / or "agree" checkbox, you agree to the terms of this agreement which will bind you.

Welcome to the PupEEE.com website and/or PupEEE IOS and Android mobile application (our "Platform"). This agreement applies as between you, the User of this Platform and PupEEE Enterprises Lessor and / or Future Prospects Pty Ltd of National Offices, 737 Burwood Road, Hawthorn, Victoria 3122, Australia, ("we" or "us"), the owner(s) of this Platform. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the Platform. If you do not agree to be bound by these terms and conditions, you should stop using the Platform immediately.

You agree that by accessing the Platform, you have read, understood, and agree to be bound by all of these Terms and Conditions. If you do not agree with all of these Terms and Conditions, then you are expressly prohibited from using the Platform and you must discontinue use immediately.

These Terms and Conditions (the "Terms") constitute a legal agreement between you and us governing the use of our Platform and our Services. We license use of our Platform to you on the basis of these Terms. We do not sell our Platform to you and we remain the owner of our Platform at all times.

#### **IMPORTANT NOTICE TO ALL USERS:**

- The terms of this agreement include, in particular, limitations on liability and an indemnity.
- If you do not agree to the terms of this agreement, we will not license use of our platform to you, and you must not use our platform.
- Depending on the version of the Application you have downloaded, these App Terms incorporate Apple's
  or PupEEE Enterprises Lessor and / or Future Prospects Pty Ltd or Android's terms and conditions and
  privacy policies ("Platform Terms"). If there is any conflict between these App Terms and the Platform
  Terms then these App Terms will prevail.
- We may from time to time vary these Terms. Please check these Terms regularly to ensure you are aware of any variations made by us. If you continue to use this Platform, you are deemed to have accepted such variations. If you do not agree to such variations, you should not use the Platform.

# 1. Definitions and Interpretation

- 1. In this Agreement the following terms shall have the following meanings:
  - "Content" means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Platform;
  - "Service" means collectively any online facilities, tools, services or information that PupEEE Enterprises Lessor and / or Future Prospects Pty Ltd makes available through the Platform either now or in the future;
  - "System" means any online communications infrastructure that PupEEE Enterprises Lessor and / or Future Prospects Pty Ltd makes available through the Platform either now or in the future. This includes, but is not limited to, web-based email, message boards, live chat facilities and email links; "User" / "Users" means any third party that accesses the Platform and is not employed by PupEEE Enterprises Lessor and / or Future Prospects Pty Ltd and acting in the course of their employment;

## 2. Age Restriction

The Platform is intended for users who are at least 13 years of age. All users who are minors in the jurisdiction in which they reside (generally under the age of 18) must have the permission of, and be directly supervised by, their parent or guardian to use the Platform. If you are a minor, you must have your parent or guardian read and agree to these Terms and Conditions prior to you using the Platform.

## 3. Intellectual Property

- All Content included on the Platform, unless uploaded by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of PupEEE Enterprises Lessor and / or Future Prospects Pty Ltd, our affiliates or other relevant third parties. By continuing to use the Platform you acknowledge that such material is protected by applicable United States and International intellectual property and other relevant laws.
- 2. You may not reproduce, copy, distribute, store or in any other fashion re-use material from the Platform unless otherwise indicated on the Platform or unless given express written permission to do so by PupEEE Enterprises and / or Future Prospects Pty Ltd.
- 3. You acknowledge that all intellectual property rights in our Platform anywhere in the world belong to us, that rights in our Platform are licensed (not sold) to you, and that you have no rights in, or to, our Platform other than the right to use them in accordance with these Terms.
- 4. Any intellectual property rights in content uploaded by you to our Platform shall continue to belong to you or their respective owners. You agree that you grant us a royalty-free and non-exclusive license to use, reproduce, publish and display such intellectual property rights for the purposes of performing the Services, promotional purposes, internal administrative purposes and any other purposes set out in these Terms, including for the purpose of improving the Services and our responses to users of the Platform.
- 5. You acknowledge that you have no right to have access to our Platform in source code form.
- 6. You must not modify the paper or digital copies of any materials you have printed off or downloaded from our Platform in any way and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 7. You must not use any part of the content on our Platform for commercial purposes not specified on our Platform without obtaining a license to do so from us or our licensors.
- 8. If you print off, copy or download any content on our Platform in breach of this Agreement, your right to use our Platform will cease immediately, and you must, at our option, return or destroy any copies of the materials you have made.

# 4. Use of our Platform

- 1. The provisions set out in these Terms govern your access to and your use of our Platform and shall constitute a legally binding agreement between you and us. We may change such terms from time to time and shall notify you accordingly if we do. If you do not agree to such terms, you must not use our Platform.
- 2. Subject to you agreeing to abide by these Terms, we hereby grant to you a revocable, non-exclusive and non-transferable license to use our Platform on these Terms.
- 3. By registering for an Account, which involves providing us with certain mandatory and voluntary information as required for a successful registration and using our Platform, you agree and acknowledge that:
  - a) you have read the terms set out in these Terms and agree to be bound by and comply with them; and
  - b) you shall ensure that all Users of your Account abide by these Terms.
- 4. You are responsible for maintaining the confidentiality of your Account and you are responsible for all activities that occur under your Account. You agree that all actions carried out by any person through your Account shall be deemed to be an act carried out by you, and you shall ensure that all persons who have access to and use your Account are authorized to do so. We are not responsible for any loss, damage or liabilities arising as a result of or in connection with the wrongful, fraudulent or illegal use of your Account.

- 5. We reserve the right to, without any notice, explanation or liability and in our sole discretion, refuse to allow you or suspend your access to our Platform or your Account at any time, or remove or edit content (including content submitted by you) on our Platform or on any of our affiliated websites (including social media pages).
- 6. We reserve the right to change, modify, suspend or discontinue any portion of the Services, our Platform or any other products, services, affiliated websites (including social media pages) and/or other software provided by us in connection with any of the foregoing at any time. You agree that access to or operation of any of the foregoing may from time to time be interrupted or encounter technical difficulties.
- 7. Save to the extent permitted by us in writing, you are not permitted to use, or submit any content to, our Platform or any of our affiliated websites to advertise, promote or market any products or services of any third party or yourself.
- 8. The following additional terms also apply to your use of our Platform and form part of these Terms:
  - a) Our Acceptable Use Policy
  - b) Our Privacy Policy
  - c) Our End User license Agreement

#### 5. Account and Password

- 1. The Services are provided to Customer via a dedicated account on the Website, pursuant to which Customer will create a unique user-id and password.
- 2. You're responsible for keeping your user-id and password confidential. You're also responsible for any use of any account that you have access to, whether or not you authorized the use. You'll immediately notify us of any unauthorized use of your accounts.
- 3. You are solely responsible for any losses, damages, fees or liability due to your lost, stolen, hacked or otherwise compromised user-ids and passwords.
- 4. You must not use false identity, but can use your unique identifier or DisplayName to keep your identity hidden from others if you so choose.
- 5. We don't have access to your current password, and for security reasons, we may only reset your password, to do so please contact us.

# 6. Uploading content to our Platform

- 1. You irrevocably and unconditionally represent and warrant that any of your content uploaded to our Platform complies with our Privacy Policy, Acceptable Use Policy, the GDPR and any other applicable
- 2. You are fully responsible for your content uploaded to our Platform. We will not be responsible, or liable to any third party, for:
  - a) the content or accuracy of any content or data uploaded by you, by us on your behalf, or any other user of our Platform; or
  - b) the loss of any content or data (whether in physical or digital form) provided to us by you. You should keep a record of all such content and data (including for the avoidance of doubt any insurance policies).
- 3. We will only use the content uploaded by you for the purposes of carrying out the Services, carrying out our obligations in this Agreement and any other purpose expressly set out in this Agreement or otherwise agreed between us. We will not otherwise disclose or distribute the content uploaded by you, save for when required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 4. We may use the content uploaded by you for the purpose of data analytics or to implement artificial intelligence or machine learning. Any such content shall be anonymized and used only for the purposes of improving the Services and our response to users of the Platform.
- 5. We have the right to disclose your identity to any third party claiming that any content posted or uploaded by you to our Platform constitutes a violation of their rights under applicable law.
- 6. We have the right to delete any content uploaded to our Platform if, in our opinion, it does not comply with the content standards set out in our Acceptable Use Policy.

7. If you choose to delete your Account or images or data that content will be permanently erased and cannot be retrieved

#### 7. Nonexclusive license

- 1. PupEEE Enterprises Lessor and / or Future Prospects Pty Ltd grants You a limited, revocable, non-exclusive, non-sub-licensable license to install, copy and use the Platform solely as necessary for You to use the Service on Your Properties or Third Party's Properties; and
- 2. You will not (and You will not allow any third party to) (i) copy, modify, adapt, translate or otherwise create derivative works of the Software or the Documentation; (ii) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Platform, except as expressly permitted by the law in effect in the jurisdiction in which You are located; (iii) rent, lease, sell, assign or otherwise transfer rights in or to the Platform, the Documentation or the Service; (iv) remove any proprietary notices or labels on the Platform or placed by the Service; (v) use, post, transmit or introduce any device, software or routine which interferes or attempts to interfere with the operation of the Service or the Platform; or (vi) use data labelled as belonging to a third party in the Service for purposes other than generating, viewing and downloading Reports. You will comply with all applicable laws and regulations in Your use of and access to the Documentation, Platform and Service.

## 8. Contribution license

- 1. By posting your Contributions to any part of the Platform or making Contributions accessible to the Platform by linking your account from the Platform to any of your social networking accounts, you automatically grant, and you represent and warrant that you have the right to grant, to us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to host, use, copy, reproduce, disclose, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such Contributions (including, without limitation, your image and voice) for any purpose, commercial, advertising, or otherwise, and to prepare derivative works of, or incorporate into other works, such Contributions, and grant and authorize sublicenses of the foregoing. The use and distribution may occur in any media formats and through any media channels.
- 2. This license will apply to any form, media, or technology now known or hereafter developed, and includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide. You waive all moral rights in your Contributions, and you warrant that moral rights have not otherwise been asserted in your Contributions.
- 3. We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on the Platform.
- 4. You are solely responsible for your Contributions to the Platform and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.
- 5. We have the right, in our sole and absolute discretion,
  - a) to edit, redact, or otherwise change any Contributions;
  - b) to re-categorize any Contributions to place them in more appropriate locations on the Platform; and
  - c) to pre-screen or delete any Contributions at any time and for any reason, without notice.
- 6. We have no obligation to monitor your Contributions.
- 7. Nothing contained in this Agreement shall be construed to create an entitlement to any share of, payment of, or other form of compensation in, any income or revenues generated ,including but not limited to advertising, search, promotions, sponsorship, usage, statistics, data analysis, partnerships, by PupEEE Enterprises Lessor and / or Future Prospects Pty Ltd through PupEEE Enterprises Lessor

and / or Future Prospects Pty Ltd's use, promotion or any commercial exploitation whatsoever of the uploaded content by you, materials, submissions, in any form or form, media, or technology now known or hereafter developed.

## 9. Mobile Application License

1. If you access the Platform via a mobile application, then we grant you a revocable, non-exclusive, non-transferable, limited right to install and use the mobile application on wireless electronic devices owned or controlled by you, and to access and use the mobile application on such devices strictly in accordance with the terms and conditions of this mobile application License contained in these Terms and Conditions.

#### 2. You shall not:

- a) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the application;
- b) make any modification, adaptation, improvement, enhancement, translation, or derivative work from the application;
- c) violate any applicable laws, rules, or regulations in connection with your access or use of the application;
- d) remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by us or the licensors of the application;
- e) use the application for any revenue generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended;
- f) make the application available over a network or other environment permitting access or use by multiple devices or users at the same time;
- g) use the application for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the application;
- h) use the application to send automated queries to any Website or to send any unsolicited commercial e-mail;
- i) use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the application.

## 10. Apple and Android Devices

- 1. The following terms apply when you use a mobile application obtained from either the Apple Store or Google Play (each an "App Distributor") to access the Platform:
  - a) the License granted to you for our mobile application is limited to a non-transferable License to use the application on a device that utilizes the Apple iOS or Android operating systems, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor's terms of service;
  - b) we are responsible for providing any maintenance and support services with respect to the mobile application as specified in the terms and conditions of this mobile application License contained in these Terms and Conditions or as otherwise required under applicable law, and you acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the mobile application;
  - c) in the event of any failure of the mobile application to conform to any applicable warranty, you may notify the applicable App Distributor, and the App Distributor, in accordance with its terms and policies, may refund the purchase price, if any, paid for the mobile application, and to the maximum extent permitted by applicable law, the App Distributor will have no other warranty obligation whatsoever with respect to the mobile application;
  - d) you represent and warrant that (i) you are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a "terrorist supporting" country and (ii) you are not listed on any U.S. government list of prohibited or restricted parties;

- e) you must comply with applicable third-party terms of agreement when using the mobile application, e.g., if you have a VoIP application, then you must not be in violation of their wireless data service agreement when using the mobile application;
- f) you acknowledge and agree that the App Distributors are third-party beneficiaries of the terms and conditions in this mobile application License contained in these Terms and Conditions, and that each App Distributor will have the right (and will be deemed to have accepted the right) to enforce the terms and conditions in this mobile application License contained in these Terms and Conditions against you as a third-party beneficiary thereof.

## 11. Social Media

- 1. As part of the functionality of the Platform, you may link your account with online accounts you have with third-party service providers (each such account, a "Third-Party Account") by either:
- 2. providing your Third-Party Account login information through the Platform; or
- 3. allowing us to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third-Party Account.
- 4. You represent and warrant that you are entitled to disclose your Third-Party Account login information to us and/or grant us access to your Third-Party Account, without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account, and without obligating us to pay any fees or making us subject to any usage limitations imposed by the third-party service provider of the Third-Party Account.
- 5. By granting us access to any Third-Party Accounts, you understand that
- 6. we may access, make available, and store (if applicable) any content that you have provided to and stored in your Third-Party Account (the "Social Network Content") so that it is available on and through the Platform via your account, including without limitation any friend lists and
- 7. we may submit to and receive from your Third-Party Account additional information to the extent you are notified when you link your account with the Third-Party Account.
- 8. Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts may be available on and through your account on the Platform.
- 9. Please note that if a Third-Party Account or associated service becomes unavailable or our access to such Third-Party Account is terminated by the third-party service provider, then Social Network Content may no longer be available on and through the Platform. You will have the ability to disable the connection between your account on the Platform and your Third-Party Accounts at any time.
- 10. Please note that your relationship with the third-party service providers associated with your third-party accounts is governed solely by your agreement(s) with such third-party service providers.
- 11. We make no effort to review any Social Network Content for any purpose, including but not limited to, for accuracy, legality, or non-infringement, and we are not responsible for any Social Network Content.
- 12. You acknowledge and agree that we may access your email address book associated with a Third-Party Account and your contacts list stored on your mobile device or tablet computer solely for purposes of identifying and informing you of those contacts who have also registered to use the Platform.
- 13. You can deactivate the connection between the Platform and your Third-Party Account by contacting us using the contact information below or through your account settings (if applicable). We will attempt to delete any information stored on our servers that was obtained through such Third-Party Account, except the username and profile picture that become associated with your account.
- 14. You acknowledge and agree that where access details to your social media user account are changed or altered, it is your responsibility to update those new access details in your account details on the Platform.
- 15. You acknowledge and agree that if your social media account is breached / compromised, whether directly or indirectly connected to our Platform then it is your responsibility to change username / pin / password on Social Media account.

#### 12. Submissions

- You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other
  information regarding the Platform ("Submissions") provided by you to us are non-confidential and
  shall become our sole property. We shall own exclusive rights, including all intellectual property
  rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any
  lawful purpose, commercial or otherwise, without acknowledgment or compensation to you.
- 2. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

## 13. Third-Party Websites And Content

- The Platform may contain (or you may be sent via the Platform) links to other Websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content").
- 2. Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Platform or any Third-Party Content posted on, available through, or installed from the Platform, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content.
- 3. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Platform and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Terms and Conditions no longer govern.
- 4. You should review the applicable terms and policies, including privacy and data gathering practices, of any Website to which you navigate from the Platform or relating to any applications you use or install from the Platform. Any purchases you make through Third-Party Websites will be through other Websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party.
- 5. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold us harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

#### 14. Copyright Infringements

- We respect the intellectual property rights of others. If you believe that any material available on or through the Platform infringes upon any copyright you own or control, please immediately notify us. A copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification.
- 2. Please be advised that pursuant to federal law you may be held liable for damages if you make material misrepresentations in a Notification. Thus, if you are not sure that material located on or linked to by the Platform infringes your copyright, you should consider first contacting an attorney.

## 15. Advertisers And Affiliates

 We allow advertisers and affiliates to display their advertisements and links and other information in certain areas of the Platform. If you are an advertiser or affiliate, you shall take full responsibility for any advertisements you place on the Platform and any services provided on the Platform or products sold through those advertisements.

- 2. Further, as an advertiser or affiliate, you warrant and represent that you possess all rights and authority to place advertisements on the Platform, including, but not limited to, intellectual property rights, publicity rights, and contractual rights.
- 3. As an advertiser or affiliate, you agree to our Seller Schedule Of Fees and Advertiser Schedule Of Fees respectively.
- 4. We simply provide the space to place such advertisements and links, and we have no other relationship with advertisers and affiliates.

#### 16. Reliance on Information

- The Platform is intended to provide general information and entertainment only and, as such, should not be considered as a substitute for advice covering any specific situation. You should seek appropriate advice before taking or refraining from taking any action in reliance on any information contained in the Platform.
- The information provided on the Platform is not intended for distribution to or use by any person or
  entity in any jurisdiction or country where such distribution or use would be contrary to law or
  regulation or which would subject us to any registration requirement within such jurisdiction or
  country.

## 17. Restrictions

- 1. Except as expressly set out in this Agreement or as permitted by any applicable law, you undertake:
  - a) not to reproduce, copy, modify, adapt, translate, publish, display, communicate, transmit, sell, exploit or use the whole or any part of any Service, our Platform or any of the contents therein for any commercial or other purposes;
  - not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the source code of our Platform nor attempt to do any such thing, or to reproduce, display or otherwise provide access to the Services, our Platform or any of the contents therein, including but not limited to framing, mirroring, linking, spidering, scraping or any other technological means;
  - not to provide or otherwise make available our Platform in whole or in part (including but not limited to listings, object and source listings, object code and source code), in any form to any person without prior written consent from us;
  - d) to include our copyright notice on all entire and partial copies you make of our Platform on any medium;
  - e) to comply with all applicable technology control or export laws and regulations; and
  - f) not to disrupt, disable, or otherwise impair the proper working of the Services, our Platform or our servers, such as through hacking, cyber-attacks (including but not limited to denial-of-service attacks), tampering or reprogramming.

#### 18. Platform Management

- 1. We reserve the right, but not the obligation, to:
  - a) monitor the Platform for violations of these Terms and Conditions;
  - take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms and Conditions, including without limitation, reporting such user to law enforcement authorities;
  - c) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof;
  - d) in our sole discretion and without limitation, notice, or liability, to remove from the Platform or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems;
  - e) otherwise manage the Platform in a manner designed to protect our rights and property and to facilitate the proper functioning of the Platform.

## 19. Privacy

- For the purposes of applicable data protection legislation, PupEEE Enterprises Lessor and / or Future
  Prospects Pty Ltd will process any personal data you have provided to us in accordance with our
  Privacy Policy available on the PupEEE Enterprises Lessor and / or Future Prospects Pty Ltd website
  at PupEEE.com.
- 2. You agree that, if you have provided PupEEE Enterprises Lessor and / or Future Prospects Pty Ltd with personal data relating to a third party (1) you have in place all necessary appropriate consents and notices to enable lawful transfer such personal data to PupEEE Enterprises Lessor and / or Future Prospects Pty Ltd and (2) that you have brought to the attention of any such third party the Privacy Notice available on the PupEEE Enterprises Lessor and / or Future Prospects Pty Ltd's website or otherwise provided a copy of it to the third party. You agree to indemnify PupEEE Enterprises Lessor and / or Future Prospects Pty Ltd in relation to all and any liabilities, penalties, fines, awards or costs arising from your non-compliance with these requirements.

## 20. Modifications to Terms of Service and Other Policies.

- 1. PupEEE Enterprises Lessor and / or Future Prospects Pty Ltd may modify these terms or any additional terms that apply to the Service to, for example, reflect changes to the law or changes to the Service. You should look at the terms regularly. PupEEE Enterprises Lessor and / or Future Prospects Pty Ltd will post notice of modifications to these terms, or other policies referenced in these terms at the applicable URL for such policies.
- 2. Changes will not apply retroactively and will become effective no sooner than 14 days after they are posted. If You do not agree to the modified terms for the Service, You should discontinue Your use of our Platform at PupEEE.com.
- 3. No amendment to or modification of this Agreement will be binding unless (i) in writing and signed by a duly authorized representative of PupEEE Enterprises Lessor and / or Future Prospects Pty Ltd, (ii) You accept updated terms online, or (iii) You continue to use the Service after PupEEE Enterprises Lessor and / or Future Prospects Pty Ltd has posted updates to the Agreement or to any policy governing the Service.

## 21. Modifications And Interruptions

- 1. We reserve the right to change, modify, or remove the contents of the Platform at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Platform. We also reserve the right to modify or discontinue all or part of the Platform without notice at any time.
- 2. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Platform.
- 3. We cannot guarantee the Platform will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Platform, resulting in interruptions, delays, or errors.
- 4. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Platform at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Platform during any downtime or discontinuance of the Platform.
- 5. Nothing in these Terms and Conditions will be construed to obligate us to maintain and support the Platform or to supply any corrections, updates, or releases in connection therewith.

#### 22. Corrections

There may be information on the Platform that contains typographical errors, inaccuracies, or omissions that may relate to the Platform, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Platform at any time, without prior notice.

# 23. Availability of the Platform

- 1. The Service is provided "as is" and on an "as available" basis. We give no warranty that the Service will be free of defects and / or faults. To the maximum extent permitted by the law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.
- 2. PupEEE Enterprises Lessor and / or Future Prospects Pty Ltd accepts no liability for any disruption or non-availability of the Platform resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

# 24. Disclaimers

- 1. PupEEE Enterprises Lessor and / or Future Prospects Pty Ltd makes no warranty or representation that the Platform will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure and that all information provided will be accurate. We make no guarantee of any specific results from the use of our Service.
- 2. No part of this Platform is intended to constitute advice and the Content of this Platform should not be relied upon when making any decisions or taking any action of any kind.
- 3. The Platform is provided on an as-is and as-available basis.
- 4. You agree that your use of the Platform and our services will be at your sole risk. To the fullest extent permitted by law, we disclaim all warranties, express or implied, in connection with the Platform and your use thereof, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We make no warranties or representations about the accuracy or completeness of the Platform's content or the content of any website linked to the Platform, and we will assume no liability or responsibility for any
  - a) errors, mistakes, or inaccuracies of content and materials,
  - b) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Platform,
  - c) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein,
  - d) any interruption or cessation of transmission to or from the Platform,
  - e) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the Platform by any third party, and/or
  - f) any errors or omissions in any content and materials or for any loss or damage of any kind incurred as a result of the use of any content posted, transmitted, or otherwise made available via the Platform.
- 5. We do not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Platform, any hyperlinked website, or any website or mobile application featured in any banner or other advertising, and we will not be a party to or in any way be responsible for monitoring any transaction between you and any third-party providers of products or services.
- 6. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.

# 25. Limitation of Liability

- 1. In no event will we or our directors, employees, or agents be liable to you or any third party for any direct, indirect, consequential, exemplary, incidental, special, or punitive damages, including lost profit, lost revenue, loss of data, or other damages arising from your use of the Platform, even if we have been advised of the possibility of such damages.
- 2. Notwithstanding anything to the contrary contained herein, our liability to you for any cause whatsoever and regardless of the form of the action, will at all times be limited to the lesser of the our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of:

- a) your Contributions;
- b) use of the Platform;
- c) breach of these Terms and Conditions;
- d) any breach of your representations and warranties set forth in these Terms and Conditions;
- e) your violation of the rights of a third party, including but not limited to intellectual property rights; or
- f) any overt harmful act toward any other user of the Platform with whom you connected via the Platform.
- 3. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it. amount paid, if any, by you to us during the 12 month period prior to any cause of action arising or \$20. Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages.
- 4. If these laws apply to you, some or all of the above disclaimers or limitations may not apply to you, and you may have additional rights.

## 26. Indemnification

- 1. You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of:
  - a) your Contributions;
  - b) use of the Platform;
  - c) breach of these Terms and Conditions;
  - d) any breach of your representations and warranties set forth in these Terms and Conditions;
  - e) your violation of the rights of a third party, including but not limited to intellectual property rights; or
  - f) any overt harmful act toward any other user of the Platform with whom you connected via the Platform.
- 2. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

### 27. User Data

- We will maintain certain data that you transmit to the Platform for the purpose of managing the Platform, as well as data relating to your use of the Platform. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Platform.
- 2. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

# 28. Electronic Communications, Transactions, And Signatures

- 1. Visiting the Platform, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Platform, satisfy any legal requirement that such communication be in writing.
- 2. 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 by us or via the Platform.

3. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

## 29. Binding Arbitration

- If the Parties are unable to resolve a Dispute through informal negotiations, the Dispute (except those Disputes expressly excluded below) will be finally and exclusively resolved by binding arbitration. YOU UNDERSTAND THAT WITHOUT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL.
- 2. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA Web Site www.adr.org.
- 3. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Consumer Rules and, where appropriate, limited by the AAA Consumer Rules.
- 4. The arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by either Party.
- 5. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except where otherwise required by the applicable AAA rules or applicable law.

#### 30. Affiliate Disclaimer

- 1. PupEEE Enterprises Lessor and / or Future Prospects Pty Ltd is a participant in Affiliate and Associates Programs, an affiliate advertising program is designed to provide a means for sites to earn advertising fees by advertising and linking to the website of an Affiliate or Associate.
- 2. Our Platform may contain affiliate marketing links, which means we may get paid commission on sales of those products or services.
- 3. You will never be charged a fee through one of our affiliate links. You may get a discounted rate of the relevant affiliates services and we will make a small commission. Our editorial content is not influenced by advertisers or affiliate partnerships.

# 31. Class Action Waiver

The parties agree that (i) no arbitration proceeding hereunder whether a consumer dispute or a business dispute shall be certified as a class action or proceed as a class action, or on a basis involving claims brought in a purported representative capacity on behalf of the general public, other customers or potential customers or persons similarly situated, and (ii) no arbitration proceeding hereunder shall be consolidated with, or joined in any way with, any other arbitration proceeding. The parties agree to arbitrate a consumer dispute or business dispute on an individual basis and each waives the right to participate in a class action.

# 32. Waiver of Jury Trial

Each of the parties hereto hereby irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or related to this agreement or the transactions contemplated hereby.

#### 33. No Waiver

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

## 34. Previous Terms and Conditions

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

#### 35. Notices

All notices / communications shall be given to us either by email to hello@PupEEE.com. Such notice will be deemed received the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.

#### 36. Law and Jurisdiction

These terms and conditions and the relationship between you and PupEEE Enterprises Lessor and / or Future Prospects Pty Ltd shall be governed by and construed in accordance with the Law of the United States and PupEEE Enterprises Lessor and / or Future Prospects Pty Ltd and you agree to submit to the exclusive jurisdiction of the Courts of United States of America County.

# **END USER LICENCE AGREEMENT**

**PLEASE READ THIS END USER LICENSE AGREEMENT CAREFULLY.** This End User License Agreement ("EULA") governs your use of our IOS and Android application ("App") currently provided or which will be provided by PupEEE Enterprises Lessor and / or Future Prospects Pty Ltd of National Offices, 737 Burwood Road, Hawthorn East, Victoria 3123, Australia ("we" or "us").

This EULA sets out the basis on which PupEEE Enterprises Lessor and / or Future Prospects Pty Ltd makes the App available to you ("User" or "You") and on which You may use them. PupEEE Enterprises Lessor and / or Future Prospects Pty Ltd's Privacy Policy and Terms and Conditions, form an integral part of this EULA. By installing or using the App, You agree to accept and to be bound by (1) this EULA and (2) the Privacy Policy (3) the Terms and Conditions, at all time. If You do not agree with one of these, please do not install or use the App.

If You have an Apple ID or Google Account, this EULA shall coexist with, and shall not supersede, the applicable Terms of Use or Terms and Conditions. To the extent that the provisions of this Agreement conflict with the provisions of the Terms of Use or Terms and Conditions, the conflicting provisions in the Terms of Use or Terms and Conditions shall govern.

PupEEE Enterprises Lessor and / or Future Prospects Pty Ltd reserves the right to change, modify, add or delete articles in this EULA at any time.

### 1. Grant Of License

- 1. PupEEE Enterprises Lessor and / or Future Prospects Pty Ltd grants You a non-exclusive, non-transferable, non-sublicensed, non-commercial and personal license to install and/or use the App (in whole or in part) and any Product (the "License"), for such time until either You or PupEEE Enterprises Lessor and / or Future Prospects Pty Ltd terminates this EULA. You must in no event use, nor allow others to use, the App or this License for commercial purposes without obtaining a license to do so from PupEEE Enterprises Lessor and / or Future Prospects Pty Ltd. Updates, upgrades, patches and modifications may be necessary in order to be able to continue to use the App on certain hardware. THIS APP IS LICENSED TO YOU, NOT SOLD.
- 2. As applicable, certain parts of the App may be using third party features, some of which are managed by third-party providers for which additional terms and/or costs may apply. You must comply with such additional terms. Please review such additional terms and costs carefully.
- 3. You shall not, directly or indirectly
  - a. sell, rent out, lease, license, distribute, market, exploit the App or any of its parts commercially,
  - reverse engineer, decompile, disassemble, adapt, reproduce, or create derivate works of this
    Product (except if the App enables You through a specific feature to create, generate or submit
    User Generated Content and for which You will need to create an Account and comply with
    Terms of Use), in whole or in part;

- c. create, use and/or distribute "auto", "script" or "macro" computer programs or other "hack" programs or software applications for this Product;
- d. remove, alter, disable or circumvent any copyright and trademark indications or other authorship and origin information, notices or labels contained on or within this Product and
- e. export or re-export this Product or any copy of adaptation in violation of any applicable laws or regulations.
- 4. While using the App, You agree to comply with all applicable laws, rules and regulations. In all cases, You may only use the App according to anticipated use of the App.
- 5. For example purposes, and without limiting PupEEE Enterprises Lessor and / or Future Prospects Pty Ltd's rights to take action against You, You may not:
  - a. create, use, share and/or publish by any means in relation to the App any material (text, words, images, etc.) which would breach of a duty of confidentiality, infringe any intellectual property right or an individual's right to privacy or which would incite the committing of an unlawful act (in particular, piracy, cracking or circulation of counterfeit software);
  - b. modify, distort, block, abnormally burden, disrupt, slow down and/or hinder the normal functioning of all or part of the App, or their accessibility to other users, or the functioning of the partner networks of the App, or attempt to do any of the above;
  - c. transmit or propagate any virus, trojan horse, worm, bomb, corrupted file and/or similar destructive device or corrupted data in relation to the App, and/or organise, participate in or be involved in any way in an attack on PupEEE Enterprises Lessor and / or Future Prospects Pty Ltd's servers and/or the App and/or those of its service providers and partners;
  - d. create, supply or use alternative methods of using the App, for example server emulators;
  - e. transmitting or communicating any material or content which, in the sole and exclusive discretion of PupEEE Enterprises Lessor and / or Future Prospects Pty Ltd, is believed or deemed offensive, including, but not limited to, language that is harmful, threatening, unlawful, abusive, harassing, defamatory, disparaging, obscene, sexually explicit, or racially, ethnically, or otherwise objectionable;
  - f. harassing or threatening any other users in the App;
  - g. make inappropriate use of the help service or the claim buttons or send untruthful reports to members of PupEEE Enterprises Lessor and / or Future Prospects Pty Ltd's personnel;
  - h. falsely claim to be an employee or representative of PupEEE Enterprises Lessor and / or Future Prospects Pty Ltd or its partners and/or agents;
  - i. falsely claim an endorsement in connection with the App or with PupEEE Enterprises Lessor and / or Future Prospects Pty Ltd.

## 2. Ownership

- 1. All title, ownership rights and intellectual property rights in and to the App (including, without limitation, all text, graphics, music or sounds, all messages or items of information, fictional characters, names, themes, objects, scenery, costumes, effects, dialogues, slogans, places, characters, diagrams, concepts, choreographies, videos, audio-visual effects, domain names and any other elements which are part of the App, individually or in combination) and any and all copies thereof are owned by PupEEE Enterprises Lessor and / or Future Prospects Pty Ltd or its licensors. the App is protected by national and international laws, copyright treaties and conventions and other laws. This Product may contain certain licensed materials and, in that event, Future Prospects Pty Ltd's licensors may protect their rights in the event of any violation of this Agreement. Any reproduction or representation of these licensed materials in any way and for any reason is prohibited without PupEEE Enterprises Lessor and / or Future Prospects Pty Ltd's prior permission and, if applicable, PupEEE Enterprises Lessor and / or Future Prospects Pty Ltd's licensors' and representatives'. Except as expressly set forth in this EULA, all rights not granted hereunder to You are expressly reserved by PupEEE Enterprises Lessor and / or Future Prospects Pty Ltd.
- 2. This License confers no title or ownership in the App and should not be construed as a sale of any rights in the App.

## 3. Warranty Disclaimer, Limitation Of Liability

- 1. You expressly acknowledge that use of the App is at your own risk. To the fullest extent permissible under applicable law, the App is supplied on an "as is" And "as available" basis. PupEEE Enterprises Lessor and / or Future Prospects Pty Ltd, PupEEE Enterprises Lessor and / or Future Prospects Pty Ltd's licensors, channel partners and associated service providers do not make and hereby disclaim any guarantees, conditions, warranties of any kind, express, implied or statutory or other terms including as to:
  - a. its conformity, accuracy, currentness, completeness, reliability or security
  - b. its suitability for a particular use;
  - c. implied warranties of title, non-infringement;
  - d. its market value; or
  - e. your satisfaction. PupEEE Enterprises Lessor and / or Future Prospects Pty Ltd does not warrant that the App will be uninterrupted or error-free, that defects will be corrected, or that the App is free of viruses or other harmful components. You assume all responsibility for selecting the App to achieve your intended results, and for the installation of, use of, and results obtained from the App.
- 2. To the fullest extent permissible under applicable law, in no event will PupEEE Enterprises Lessor and / or Future Prospects Pty Ltd, PupEEE Enterprises Lessor and / or Future Prospects Pty Ltd's licensors, channel partners and associated service providers be liable for loss or damage suffered in connection with the use of the App or any related third party service.
  - a. This includes without limitation
    - i. all losses of any kind, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation (whether innocent or negligent) or otherwise,
    - ii. direct loss;
    - iii. accidental loss,
    - iv. incidental loss,
    - v. consequential loss, and
    - vi. indirect loss.
- 3. Notwithstanding the aforementioned limitations of liability, your sole remedy in the event of a dispute with PupEEE Enterprises Lessor and / or Future Prospects Pty Ltd or its licensors, channel partners and associated service providers is to cease to use the App; and if applicable, seek damages for your losses. For any product purchased for use on a device that would not meet the applicable legal warranties, PupEEE Enterprises Lessor and / or Future Prospects Pty Ltd's liability is limited to the refund (directly or indirectly through its channel partners or associated service providers) of the purchase price of the App. In no event PupEEE Enterprises Lessor and / or Future Prospects Pty Ltd, its affiliates, licensors, channel partners and associated service providers be liable for damages in excess of any amount you have paid to PupEEE Enterprises Lessor and / or Future Prospects Pty Ltd for the App during the twelve (12) months immediately prior to the time your cause of action arose.
- 4. Nothing in this section shall affect PupEEE Enterprises Lessor and / or Future Prospects Pty Ltd's liability for death or personal injury arising from Future Prospects Pty Ltd's negligence, for fraud or fraudulent misrepresentation, nor any other liability which cannot be excluded or limited under applicable law.
- 5. For purposes of this section PupEEE Enterprises Lessor and / or Future Prospects Pty Ltd's licensors, channel partners and associated service providers are third party beneficiaries to the limitations of liability specified herein and they may enforce this EULA against you.

## 4. Indemnity

- 1. You are solely responsible for any damage caused to PupEEE Enterprises Lessor and / or Future Prospects Pty Ltd, its licensors, channel partners and associated service providers and subcontractors, other users of the App or any other individual or legal entity as a result of Your violation of this EULA.
- 2. You hereby agree to defend, indemnify and keep indemnified PupEEE Enterprises Lessor and / or Future Prospects Pty Ltd and its affiliates, their licensors, channel partners and associated service

providers and their subcontractors against any claim or alleged claims, liabilities, losses damages and all costs (including lawyers' fees), directly or indirectly attributable to your fault and/or resulting from

- a. a violation of any provision of this EULA or
- b. your use or misuse of the App. PupEEE Enterprises Lessor and / or Future Prospects Pty Ltd reserves the right to take sole responsibility, at its own expense, for conducting the defence of any claim for which You agreed to indemnify PupEEE Enterprises Lessor and / or Future Prospects Pty Ltd. The provisions of this Section shall remain in force after termination of this EULA.

#### 5. Termination

The EULA is effective from the earlier of the date You purchase, download or use the App, until terminated according to its terms. You and PupEEE Enterprises Lessor and / or Future Prospects Pty Ltd may terminate this EULA, at any time, for any reason. Termination by PupEEE Enterprises Lessor and / or Future Prospects Pty Ltd will be effective upon a) notice to You or b) termination of Your PupEEE Enterprises Lessor and / or Future Prospects Pty Ltd / PupEEE Account (if any) or c) at the time of PupEEE Enterprises Lessor and / or Future Prospects Pty Ltd's decision to discontinue offering and/or supporting the App. This EULA will terminate automatically if You fail to comply with any of the terms and conditions of this EULA. Upon termination for any reason, You must immediately uninstall the App and destroy all copies of the App in Your possession.

## 6. Changes To This Eula Or To the App.

- 1. PupEEE Enterprises Lessor and / or Future Prospects Pty Ltd reserves the right, in its sole and absolute discretion, to revise, update, change, modify, add to, supplement, or delete certain terms of this EULA for security, legal, best practice or regulatory reasons. Such changes will be effective with or, as applicable, without prior notice to You. You are responsible for checking this EULA periodically for changes. If any future changes to this EULA are unacceptable to You or cause You to no longer be in agreement or compliance with this EULA, You may terminate this EULA in accordance with this Agreement and must immediately uninstall the App and destroy all copies of the App. Your continued use of the App following any revision to this EULA constitutes Your complete and irrevocable acceptance of any and all such changes.
- 2. PupEEE Enterprises Lessor and / or Future Prospects Pty Ltd may modify the App for any reason or without any specific reason, at any time and at its entire discretion, in particular for technical reasons such as updates, maintenance operations and/or resets to improve and/or optimize the App. You agree that the App may install or download the modifications automatically. You agree that PupEEE Enterprises Lessor and / or Future Prospects Pty Ltd may stop to support previous versions of the App upon availability of an updated version. PupEEE Enterprises Lessor and / or Future Prospects Pty Ltd's channel partners and associated service providers shall have no obligation to furnish any maintenance or customer support with respect to the App. PupEEE Enterprises Lessor and / or Future Prospects Pty Ltd also reserves the right to amend the Rules of Conduct set out to place limits on the use of the App.

# 7. No Waiver

In the event that any party to this EULA fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

### 8. Previous Terms and Conditions

In the event of any conflict between this EULA and any prior versions thereof, the provisions of this EULA shall prevail unless it is expressly stated otherwise.

# 9. Law and Jurisdiction

This EULA and the relationship between you and PupEEE Enterprises Lessor and / or Future Prospects Pty Ltd shall be governed by and construed in accordance with the Law of The United States and PupEEE

Enterprises Lessor and / or Future Prospects Pty Ltd and you agree to submit to the exclusive jurisdiction of the Courts of United States of America.

# **ACCEPTABLE USE POLICY**

This acceptable use policy sets out the terms between PupEEE Enterprises Lessor and / or Future Prospects Pty Ltd of National Offices, 737 Burwood Road Hawthorn East Victoria 3123 Australia ("we" or "us") and the account holder ("you") upon which you may use PupEEE our IOS and Android App.

Your use of our App means that you accept, and agree to abide by (and shall ensure that all users of your account on the App, whose acts carried out on your account shall deemed to be an act carried out by you, shall abide by), all the policies in this acceptable use policy, which form part of and supplement our main Terms of Use for our App (the "Terms").

#### 1. Prohibited uses

- 1. You may use our App only for lawful purposes. You may not use our App:
  - a) in any way that breaches any applicable local or international laws or regulations;
  - b) in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
  - to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards as set out in our prevailing terms and conditions as amended from time to time; and
  - d) to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

#### 2. You also agree:

- a) not to reproduce, duplicate, copy or re-sell any part of our App in contravention of the provisions of our Terms; and
- b) not to access without authority, interfere with, damage or disrupt: (i) any part of our App; (ii) any equipment or network on which our App is stored; (iii) any software used in the provision of our App; or (iv) any equipment or network or software owned or used by any third party.

## 2. Information and Material You Provide

- 1. You should refer to our Privacy Policy in relation to any information or material, including personal data, that you share with other users or share about other users or third parties, or that you otherwise add to the App.
- 2. We reserve the right, without any obligation, to delete, edit, or otherwise deal, in our absolute discretion, with any information or material or content uploaded, or otherwise submitted by you to the App including, without limitation: video, audio, still photographs and artwork, links, embedded content, data, information, software, text, personal data and other information.
- 3. Except as expressly set forth herein, we do not make any warranty nor assume any legal liability or responsibility for the accuracy, completeness or truth or appropriateness of any information or

material added to the App by you or other users, and you are responsible for checking and validating any information you add.

#### 3. Content Standards

- 1. These content standards apply to any and all information and material which you post or upload on our app ("Contributions").
- 2. You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any Contribution as well as to its whole.

#### 3. Contributions must:

- a) comply with applicable law, in particular, the General Data Protection Regulation and the laws of any country from which they are posted; and
- b) be placed in the correct and appropriate categories.
- c) You shall be responsible for ensuring all Contributions are up-to-date, authentic, truthful and accurate. You shall be responsible for the origin of the Contributions and must ensure that you either have all ownership rights to the Contributions posted or all rights and/or consents or licenses allowing you to upload and post the Contributions to and on our app.

#### 4. Contributions must not:

- a) infringe any intellectual property right of any other person;
- b) be made in breach of any legal duty owed to a third party, such as a contractual duty, a duty of confidence or any duty arising under law;
- c) contain any material which is defamatory of any person, obscene, offensive, or inflammatory or promotes any illegal activity, discrimination, violence, or ill-will and hostility;
- d) be threatening or abusive, invade another's privacy, or cause or be likely to cause annoyance, alarm, inconvenience or needless anxiety to any other person;
- e) be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
- f) give the impression that they emanate from us, if this is not the case; or
- g) advocate, promote or assist any unlawful act or otherwise contain any material which is criminal in nature.
- 5. We reserve the right to request that you amend or delete the Contributions if it is found that any of the Contributions posted by you is in contravention of this acceptable use policy.
- 6. Where you choose to terminate your account with us, you may delete all previous Contributions made by you and retain a copy of the same prior to your deletion of any content.

# 4. Suspension and termination

- 1. We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of our App. When a breach of this policy has occurred, we may take such action as we deem appropriate.
- 2. Failure to comply with this acceptable use policy constitutes a material breach of the terms of use upon which you are permitted to use our App, and may result in our taking all or any of the following actions:
  - a) immediate temporary or permanent withdrawal of your right to use our App;
  - b) immediate temporary or permanent removal of any Contribution;
  - c) issuance of a warning to you;
  - d) legal proceedings against you for reimbursement of all costs on an indemnity basis (including but not limited to reasonable administrative and legal costs) resulting from the breach;
  - e) further legal action against you; and/or
  - f) disclosure of such information to law enforcement authorities as we reasonably feel is necessary.
- 3. We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

# 5. Changes to The Acceptable Use Policy

We may revise this acceptable use policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this acceptable use policy may also be superseded by provisions or notices published elsewhere on our App.

# **PRIVACY POLICY**

This privacy policy describes how PupEEE Enterprises Lessor and / or Future Prospects Pty Ltd of National Offices, 737 Burwood Road, Hawthorn East, Victoria 3123, Australia (hereinafter referred to as "PupEEE" or "we" and "us") processes the data you provide to us when using the web sites and app and which is required when installing the PupEEE app on your Android end device (e.g. compatible Android smartphone or Android tablet) and your iOS end device (e.g. iPhone, iPod or iPad) in accordance with the requirements of the General Data Protection Regulation (GDPR).

In this privacy policy, common information is provided for the web site (PupEEE.com) and the use of the PupEEE app and separately in each case.

### **Person Responsible**

The person responsible in the sense of the data protection regulations for all data processing and data transfer processes is: The Privacy Officer of PupEEE – National Offices, 737 Burwood Road, Hawthorn East, Victoria 3123, Australia.

If you have any questions, comments, complaints or wish to exercise your rights as a data subject in connection with this privacy policy and the processing of your personal data, please contact us directly using the contact details above or by e-mail at hello@PupEEE.com. We will be happy to answer any questions you may have.

# What data do we process?

We process your personal data. This is any information relating to an identified or identifiable individual (Art. 4 No. 1 GDPR). We process contact data of our users, business partners and other third parties. We also process payment data and, where applicable, other information on personal and economic circumstances, insofar as this is necessary for the provision of our services. We also process data that we do not receive from you directly, but from other third parties. In this context, we also include data from publicly accessible sources, namely directories, registers and the freely accessible Internet. The specification of the data processing depends on the use of the respective platform. On the web site, data processing may be different from that on the app. You will find further supplementary information there in each case.

# **Contacting us**

If you contact us, your enquiry including all personal data resulting from it (name, enquiry) will be stored and processed by us for the purpose of processing your request. We do not pass on this data without your consent. The processing of this data is based on Art. 6 (1) lit. b GDPR if your request is related to the performance of a contract or is necessary for the implementation of pre-contractual measures. In all other cases, the processing is based on our legitimate interest in the effective processing of the enquiries addressed to us (Art. 6 para. 1 lit. f GDPR) or on your consent (Art. 6 para. 1 lit. a GDPR) if this has been requested. The data you send us via contact requests will remain with us until you request us to delete it, revoke your consent to store it or the purpose for storing the data no longer applies. (e.g. after your request has been processed). Mandatory statutory provisions - in particular statutory retention periods - remain unaffected.

# **Direct marketing**

The legal basis for the processing of your personal data in the context of direct marketing measures is either your consent or our legitimate interest in marketing and promoting our courses and services. The purpose of processing your personal data in the context of direct marketing measures is to send information, offers and, if applicable, to promote sales.

Your personal data will be deleted as soon as they are no longer necessary to achieve the purpose for which they were collected; this is the case in particular upon receipt of the revocation or objection. You can revoke your consent at any time for the future or object to the processing of your personal data in the context of direct marketing measures at any time for the future.

## When you send a data subject access request

The legal basis for the processing of your personal data in the context of handling your data subject access request is our legal obligation and the legal basis for the subsequent documentation of the data subject access request is both our legitimate interest and our legal obligation. The purpose of processing your personal data in the context of processing data when you send a data subject access request is to respond to your request. The subsequent documentation of the data subject access request serves to fulfil the legally required accountability.

Your personal data will be deleted as soon as they are no longer required to achieve the purpose for which they were collected. In the case of the processing of a data subject access request, this is three years after the end of the respective process. You have the possibility at any time to object to the processing of your personal data in the context of the processing of a data subject access request for the future. In this case, however, we will not be able to further process your request. The documentation of the legally compliant processing of the respective data subject access request is mandatory. Consequently, there is no possibility for you to object.

# Legal defence and enforcement of our rights

The legal basis for the processing of your personal data in the context of legal defence and enforcement of our rights is our legitimate interest. The purpose of processing your personal data in the context of legal defence and enforcement of our rights is the defence against unjustified claims and the legal enforcement and assertion of claims and rights.

Your personal data will be deleted as soon as they are no longer necessary to achieve the purpose for which they were collected. The processing of your personal data in the context of legal defence and enforcement is mandatory for legal defence and enforcement of our rights. Consequently, there is no possibility for you to object.

# **Commercial and business services**

We process data of our contractual and business partners, e.g. customers and interested parties in the context of contractual and comparable legal relationships as well as related measures and in the context of communication with contractual partners (or pre-contractual), e.g. to answer enquiries.

We process this data to fulfil our contractual obligations, to secure our rights and for the purposes of the administrative tasks associated with this information as well as for business organisation. We only disclose the data of the contractual partners to third parties within the scope of the applicable law to the extent that this is necessary for the aforementioned purposes or for the fulfilment of legal obligations or with the consent of the contractual partners (e.g. to participating telecommunications, transport and other auxiliary services as well as subcontractors, banks, tax and legal advisors, payment service providers or tax authorities).

We inform the contractual partners which data is required for the aforementioned purposes before or in the course of data collection, e.g. in online forms, by means of special labelling (e.g. colours) or symbols (e.g. asterisks or similar), or in person.

Unless otherwise specified the purposes of processing are Contractual performance and service, contact requests and communication, office and organisational procedures, administration and response to requests, visit action evaluation, interest-based and behavioural marketing, profiling (creating profiles of users). And, the

Legal bases are Contractual performance and pre-contractual enquiries (Art. 6 para. 1 p. 1 lit. b. GDPR), Legal obligation (Art. 6 para. 1 p. 1 lit. c. GDPR), and our Legitimate interests (Art. 6 para. 1 p. 1 lit. f GDPR).

### Offering software and platform services

We process the data of our users, registered users and any test users in order to be able to provide our contractual services to them as well as on the basis of legitimate interests in order to ensure the security of our offer and to be able to develop it further. The required information is identified as such in the context of the order, purchase order or comparable contract conclusion and includes the information required for the provision of services and billing as well as contact information.

Unless otherwise specified the purposes of processing are Contractual performance and service, contact requests and communication, office and organisational procedures, administration and response to requests, visit action evaluation, interest-based and behavioural marketing, profiling (creating profiles of users). And, the Legal bases are Contractual performance and pre-contractual enquiries (Art. 6 para. 1 p. 1 lit. b. GDPR), Legal obligation (Art. 6 para. 1 p. 1 lit. c. GDPR), and our Legitimate interests (Art. 6 para. 1 p. 1 lit. f GDPR).

### **Technical services**

We process the data of our customers and clients in order to enable them to select, purchase or commission the selected services or works as well as associated activities and to pay for and deliver them or to execute or provide them. The required information is identified as such in the context of the order, purchase order or comparable contract conclusion and includes the information required for the provision of services and billing as well as contact information.

Unless otherwise specified the purposes of processing are Contractual performance and service, contact requests and communication, office and organisational procedures, administration and response to requests, visit action evaluation, interest-based and behavioural marketing, profiling (creating profiles of users). And, the Legal bases are Contractual performance and pre-contractual enquiries (Art. 6 para. 1 p. 1 lit. b. GDPR), Legal obligation (Art. 6 para. 1 p. 1 lit. c. GDPR), and our Legitimate interests (Art. 6 para. 1 p. 1 lit. f GDPR).

#### **Commercial services**

We process the data of our customers and clients in order to enable them to select, purchase or commission the selected services or works and associated activities as well as their payment and delivery or execution or performance. The required information is identified as such in the context of the order, purchase order or comparable contract conclusion and includes the information required for the provision of services and billing as well as contact information.

Unless otherwise specified the purposes of processing are Contractual performance and service, contact requests and communication, office and organisational procedures, administration and response to requests, visit action evaluation, interest-based and behavioural marketing, profiling (creating profiles of users). And, the Legal bases are Contractual performance and pre-contractual enquiries (Art. 6 para. 1 p. 1 lit. b. GDPR), Legal obligation (Art. 6 para. 1 p. 1 lit. c. GDPR), and our Legitimate interests (Art. 6 para. 1 p. 1 lit. f GDPR).

# What is the purpose and legal basis of data processing?

We process personal data within the scope of the provision and usability of the web site and the app, as well as for the fulfilment of contractual obligations (Art. 6 para. 1 sentence 1 b, f GDPR); for the provision of the service and for the fulfilment of legal requirements (Art. 6 para. 1 sentence 1 c, f GDPR); safeguarding legitimate interests (Art. 6 para. 1 sentence 1 f GDPR); sending a newsletter by e-mail to customers (Art. 6 para. 1 sentence 1 f GDPR); processing on the basis of consent given in a specific individual case (Art. 6 para. 1 sentence 1 a, in conjunction with Art. 7 GDPR). We store and use personal data for the assertion and defence of our rights. This data is collected in order to identify you as our customer; to initiate the contractual relationship; to correspond with you; to invoice you; to assert any claims against you. Further, purposes and legal bases can be found, where applicable.

## Online Payment, Secure data transmission and Credit card information

The transmission of your personal information during an order transaction is encrypted using industry standard Secure Socket Layer ("SSL") technology, (SSL encryption version 3). Any credit card information you provide will not be stored by us, but will be encrypted and collected directly from our payment service provider via hypertext transfer protocol secure ("https").

We may share information with, and you may need to provide credit or debit card information directly to the provider in order to process payment details and authorize payment following a secure link. The information which you supply to in such cases is not within our control and is subject to our payment service provider 's own Privacy Notice and Terms and Conditions.

## **Integration Of Services And Contents Of Third Parties**

We use within our online offer on the basis of our legitimate interests (Art. 6 para. 1 lit. f. GDPR), content or services offered by third-party providers in order to integrate their content and services. This always requires that the third-party providers of this content are aware of your IP address, since the content or service could not send to your browser without the IP address. The IP address is thus required for the display of this content and we endeavor to use providers that only use your IP address for the delivery of the content or services. However, Third-party providers may also use so-called pixel tags (invisible graphics, also known as "web beacons") for statistical or marketing purposes. The "pixel tags" can be used to evaluate information such as visitor traffic on the pages of this website. The pseudonymous information may also be stored in cookies on the user's device and may contain, among other things, technical information about the browser and operating system, referring websites, time of visit and other information about the use of our online offer, as well as be linked to such information from other sources.

#### **Deletion Of Data And Storage Period**

Your personal data will be deleted or blocked as soon as the purpose for storing it no longer applies. This is generally the case after the purpose of the data processing has ceased to exist. In addition, data may be stored if this has been provided for by the European or national legislator in Union regulations, laws or other provisions to which the controller is subject. Data will also be blocked or deleted if a storage period prescribed by the aforementioned standards expires, unless there is a need to continue storing the data for the conclusion or performance of a contract.

## Who is the recipient of data? To whom is your data disclosed?

Data is only disclosed to third parties if there is a legal basis for the processing. For example, we disclose personal data to persons or companies that act as processors for us in accordance with Art. 28 of the GDPR. A processor is anyone who processes personal data on our behalf, i.e. in particular in an instruction and control relationship with us. In accordance with the requirements of the GDPR, we conclude a contract with each of our processors to oblige them to comply with data protection regulations and thus to provide your data with comprehensive protection.

#### What security measures have we taken to protect your data?

The data we collect from you may be stored, with appropriate technical and organisational security measures applied to it, on our servers. In all cases, we follow generally high data protection standards and advanced security measures to protect the personal data submitted to us, both during transmission and once we receive it.

# What are your data subject rights?

If you have any questions, suggestions or complaints about data protection with us, please feel free to contact us at any time. All data subjects have the following rights: You have the right to information about the personal data we process about you (Art. 15 GDPR). In the case of a request for information that is not made in writing, we ask for your understanding that we may then require evidence from you that proves that you are the person you claim to be. You have the right to rectification, deletion or restriction of processing, insofar as you are entitled to this by law (Art. 16, 17, 18 GDPR). You have the right to object to processing where you are entitled to do so by law (Art. 21 GDPR). You have the right to data portability where you are entitled to do so by law (Art. 20 GDPR). If the personal data was collected because you gave your consent, you have the right to withdraw this consent at

any time without giving reasons (Art. 7 (3) GDPR). You have a right of appeal. This gives you the opportunity to complain to the competent supervisory authority if you believe that we are not processing your personal data correctly (Art. 77 GDPR).

## Online presences in social media

We maintain online presences within social networks and platforms in order to be able to communicate with the customers, interested parties and users active there and to inform them about our services there. When calling up the respective networks and platforms, the terms and conditions and data processing guidelines of their respective operators apply.

Unless otherwise stated in our privacy policy, we process the data of users if they communicate with us within the social networks and platforms, e.g. write posts on our online presences or send us messages.

# Hosting

The services for hosting and displaying the App are partly provided by our service provider as part of processing on our behalf. Unless otherwise explained in this privacy policy, all access data and all data collected in forms provided for this purpose on this APP are processed on their servers. If you have any questions about our service providers and the basis of our relationship with them, please contact us.

## **Content Delivery Network**

For the purpose of a shorter loading time, we use a so-called Content Delivery Network ("CDN"). With this service, content, e.g. large media files, are delivered via regionally distributed servers of external CDN service providers. Therefore, access data is processed on the servers of the service providers. Our service providers work for us within the framework of order processing. If you have any questions about our service providers and the basis of our cooperation with them, please contact us.

### **Children Data**

Our Platform is not intended for children. We do not knowingly collect data and information relating to children. We are in compliance with the requirements of COPPA (Children's Online Privacy Protection Act).

#### **Advertising**

Advertisers and third parties also may collect information about your activity on our sites and application, on devices associated with you, and on third-party sites and applications using tracking technologies. Tracking data collected by these advertisers and third parties is used to decide which ads you see both on our sites and applications and on third-party sites and applications. You can opt out on the Digital Advertising Alliance (DAA) if you wish not to receive targeted advertising. You may also be able to choose to control targeted advertising on other websites and platforms that you visit. In addition, you may also choose to control targeted advertising you receive within applications by using the settings and controls on your devices.

#### **Profile Data**

Within the Platform you may be able to display certain profile information, share certain details, engage with others, exchange knowledge and insights, post and view relevant content. Content and data is publicly viewable. You have choices about the information on your profile. You don't have to provide additional information on your profile; however, profile information helps you to get more from our Services. It's your choice whether to include sensitive information on your profile and to make that sensitive information public. Please do not post or add personal data to your profile that you would not want to be available. The legal basis for the storage is Article 6 lit. f) GDPR.

## Changes to this privacy policy

PupEEE may update this Privacy Policy from time to time. Such changes will be displayed on the PupEEE web site or within the PupEEE app.

Additions for the web site of PupEEE.com

## How do we collect your data?

On the one hand, your data is collected by you providing it to us. This may, for example, be data that you enter in a contact form. Other data is collected automatically by our IT systems when you visit the website. This is mainly technical data (e.g., internet browser, operating system or time of page view). This data is collected automatically as soon as you enter our website.

## What do we use your data for?

For technical reasons, in particular to ensure a secure and stable internet presence, data is transmitted by your internet browser to us or to our web space provider. These so-called server log files are used to collect, among other things, the type and version of your internet browser, the operating system, the website from which you accessed our website (referrer URL), the website(s) of our website and services that you visit, the date and time of the respective access as well as the IP address of the internet connection from which our website is used. The collection of data for the provision of the website and the storage of the data in log files is absolutely necessary for the operation of the website. Therefore, there is no possibility for the user to object. The data collected in this way is temporarily stored, but not together with other data from you. This storage takes place on the legal basis of Art. 6 para. 1 lit. f) GDPR. Our legitimate interest lies in the improvement, stability, functionality and security of our website. The data is deleted again after seven days at the latest, unless further storage is required for evidence purposes. Otherwise, the data is exempt from deletion in whole or in part until the final clarification of an incident.

#### **Google Analytics**

This website uses functions of the web analysis service Google Analytics. Google Analytics uses so-called "cookies". These are text files that are stored on your computer and enable an analysis of your use of the website. The information generated by the cookie about your use of this website is usually transmitted to a Google server in the USA and stored there.

The storage of Google Analytics cookies and the use of this analysis tool are based on Art. 6 para. 1 lit. f GDPR. The website operator has a legitimate interest in analysing user behaviour in order to optimise both its website and its advertising. If a corresponding consent has been requested (e.g., consent to the storage of cookies), the processing is carried out exclusively on the basis of Art. 6 para. 1 lit. a GDPR; the consent can be revoked at any time.

You may refuse the use of cookies by selecting the appropriate settings on your browser, however please note that if you do this you may not be able to use the full functionality of this website. In addition, you can prevent the collection of the data generated by the cookie and related to your use of the website (incl. your IP address) to Google as well as the processing of this data by Google by downloading and installing the browser plugin available under the following link: <a href="https://tools.google.com/dlpage/gaoptout?hl=en">https://tools.google.com/dlpage/gaoptout?hl=en</a>

Data stored by Google at user and event level that are linked to cookies, user IDs or advertising IDs are anonymised or deleted after 14 months. Details can be found under the following link: <a href="https://support.google.com/analytics/answer/7667196?hl=en">https://support.google.com/analytics/answer/7667196?hl=en</a>

You can permanently prevent the collection of your data by Google Analytics at any time and with effect in the end device/browser currently used by revoking the corresponding consent in the data protection settings of this website. You can find more information on how Google Analytics handles user data in Google's privacy policy: <a href="https://support.google.com/analytics/answer/6004245?hl=en">https://support.google.com/analytics/answer/6004245?hl=en</a>.

#### **Contact form**

If you send us enquiries via the contact form, your details from the enquiry form, including the contact data you have provided there, will be stored by us for the purpose of processing the enquiry and in the event of follow-up questions. We do not pass on this data without your consent. The processing of this data is based on Art. 6 (1) lit. b of the GDPR if your request is related to the performance of a contract or is necessary for the implementation

of pre-contractual measures. In all other cases, the processing is based on our legitimate interest in the effective processing of the enquiries addressed to us (Art. 6 para. 1 lit. f GDPR) or on your consent (Art. 6 para. 1 lit. a GDPR) if this has been requested. The data you enter in the contact form will remain with us until you request us to delete it, revoke your consent to store it or the purpose for storing the data no longer applies (e.g. after we have completed processing your enquiry). Mandatory legal provisions - in particular retention periods - remain unaffected.

# SSL or TLS encryption

For security reasons and to protect the transmission of confidential content, such as orders or enquiries that you send to us as the site operator, this site uses SSL or TLS encryption. You can recognise an encrypted connection by the fact that the address line of the browser changes from "http://" to "https://" and by the lock symbol in your browser line. If SSL or TLS encryption is activated, the data you transmit to us cannot be read by third parties.

# Additions for the PupEEE app

# Downloading the app

We have no influence on and are not responsible for the collection of data required to download the app from the app store, e.g. username, email address and customer number of your account and time of download. When using the app, we collect data for support purposes (device name, device type, OS model information).

## **Push notifications**

In the settings of your device, you can confirm whether you want to receive news via push notification, even if you are not actively using our app at the moment or the device is in idle mode.

You can switch this function on or off at any time later in the settings of your mobile device. The delivery of push notifications takes place with the help of servers that are provided by the manufacturers of the operating systems. The mobile devices must therefore be registered with these servers, which requires the transmission of a UUID (iOS) or the device ID assigned to the device (Android).

The legal basis here results from Art. 6 para. 1 p. 1 lit. b GDPR for the provision of our services based on the request you have made, as well as from our legitimate interest, Art. 6 para. 1 p. 1 lit. f GDPR.

## Creating and editing a profile

A user profile will be created for you based on the information you provide during the sign up. In particular, your Email, Name, Phone number, Country. You have the option of adjusting, changing or deleting the information in your profile to edit within the app or by contacting our team at hello@PupEEE.com.

The data processing carried out in this context is necessary in accordance with Art. 6 Para. 1 Sentence 1 lit. b GDPR to provide our service on the basis of the requests made by you. The data processing is also based on a legitimate interest pursuant to Art. 6 (1) sentence 1 lit. f GDPR, as our interest in providing users with a platform for exchanging information with other users does not conflict with any overriding interest or right of yours. It should be noted that the majority of the data you provide is voluntary.

## **Contacting the support**

You have the possibility to contact our support via the corresponding button and to send us questions and suggestions. Contacting our support is done by sending an email via the app responsible for this on your device. When sending an e-mail, your e-mail and the content of your message will inevitably be communicated to us and your e-mail will be stored on our servers. This data processing is necessary to make contacting us by e-mail technically possible at all and to make the e-mail retrievable for us. The data processing in this context is thus based on a legitimate interest pursuant to Art. 6 para. 1S. 1 lit. f GDPR, which is not opposed by any overriding interest or right of the data subject. Furthermore, the data processing is necessary to enable this function, so that the data processing is based on Art. 6 para. 1 p. 1 lit. b GDPR.

#### **Firebase**

The App uses the <u>Firebase</u> tool, which is part of the Firebase platform of Google Inc, 1600 Amphitheatre Parkway Mountain View, CA 94043, USA, to obtain statistics on how the App is used, in particular active user numbers, session length, stability rating and storage time. Answers logs the use of the app and we evaluate user behaviour and user activity in general, i.e. not on a personal basis.

For this purpose, the following data is transferred to the Analytics Engine: name and AppStore ID, build version, individual device installation key (e.g.. IDFA [iOS], Advertising ID, and Android ID), timestamp, device model, device name, device operating system name and version numbers, the language and country settings of the device (iOS), the number of CPU cores on the device (iOS), whether a device has the status "jailbreak" (iOS) or "root" (Android), app lifecycle events (iOS) and app activities (Android);

The legal basis for this data processing is our legitimate interest. The data collected via Google will be deleted after 6 months at the latest. You can select in the settings under data services whether or not you want to send data to Google. This setting also applies to the use of Crashlytics.

### Crashlytics

The app uses the tool <u>Crashlytics</u>, which is part of the platform Firebase of Google Inc., 1600 Amphitheatre Parkway Mountain View, CA 94043, USA, to log crashes of the app. No personal data is transmitted. Only real-time crash reports with precise details of code locations and device information are sent, which is intended to simplify maintenance and improve the resulting stability of the app.

The legal basis for data processing is our legitimate interest. In the settings under data services, you can select whether you want to send crash reports or not. This setting also applies to the use of Google.

#### **Authorisations and Access**

We may request access or permission to certain functions from your mobile device. The legal basis for data processing is our legitimate interest and the provision of contractual or pre-contractual measures. You can deactivate push notifications at any time via Settings/Messages (iOS) or Settings/Notifications/ (Android).

Push notifications for advertising purposes will only be sent to you if you have given your prior consent. The legal basis for sending promotional push notifications is consent. Deactivation is also possible via Settings/Messages (iOS) or Settings/Apps/ (Android).

# **Use of Google Play Store**

For our app, we use Play Store from Google Inc. (1600 Amphitheatre Parkway, Mountain View, California, 94043), so that certain data are processed in a database on Google's servers. You can find more information about Play Store in the Google Play Store terms and conditions here: <a href="https://play.google.com/intl/en/about/privacy-security-deception/https://firebase.google.com/support/privacy/#data processing information.">https://firebase.google.com/support/privacy/#data processing information.</a>

The legal basis for processing this data is based on our legitimate interests according to Art. 6 para. 1 p.1 lit. f GDPR, as we want to constantly improve our APP and create a better and more pleasant user environment for you.

# Use of Apple App Store. iTunes / App Connect and Push Messages

We use services of Apple Inc. One Infinite Loop Cupertino, CA 95014) for our service, so that certain data is processed in a database on Apple's servers. You can find more information here: <a href="https://www.apple.com/legal/privacy/en-ww/governance/">https://www.apple.com/legal/privacy/en-ww/governance/</a>. The legal basis for the processing of this data is based on our legitimate interests according to Art. 6 para. 1 p.1 lit. f GDPR, as we want to provide the app via Apple and content including push messages.