

## TERMS & CONDITIONS

Read carefully the following terms and conditions of this license agreement before downloading, installing or using the ReachICE mobile software or any accompanying documentation. The terms and conditions of the ReachICE mobile software license regulate the use of the software, unless you and TeknologyLabs Pty. Ltd. have concluded a specific legal agreement regarding the ReachICE mobile software.

The TeknologyLabs Pty. Ltd. and/or its subsidiaries and/or /its affiliates, hereinafter referred to as TeknologyLabs, agrees to license the ReachICE mobile software, hereinafter referred to as the SOFTWARE, to you as a physical person, company or legal entity that will use the SOFTWARE, hereinafter referred to as the USER, only under the condition of acceptance of all the terms contained herein. By downloading, copying, installing or using the SOFTWARE, you acknowledge and agree that you understand this contract in its entirety and accept all its terms unconditionally.

This is a legally binding contract between you, the USER, and TeknologyLabs. If you do not accept or agree to the terms of this agreement, please do not download, install, copy, access or make any other use of the SOFTWARE. If you do not accept all the terms of this Agreement, TeknologyLabs will, in no case, recognize any license of the SOFTWARE that you have downloaded, copied, stored, installed, accessed or used in any device of your property or contractual ownership.

#### LICENSING AND PROVISIONS

- a) Granting a user license
- (i) subject to your compliance with the terms and conditions of this Agreement TeknologyLabs ensures a non-exclusive, nontransferable license to you, as a single USER or set legal guardian of one or more users, to install and use the SOFTWARE on one or more mobile devices of your property, for personal use only, not commercial or business, if not otherwise expressed explicitly in the terms of use of the SOFTWARE.
- (ii) if TeknologyLabs provides any SOFTWARE update, the use of this update will be governed by the Terms and Conditions of this Agreement or another agreement, if expressly applied to this update.
- (iii) ReachICE is a SOFTWARE application that assumes the permission of the USER who has installed and running the SOFTWARE on this device. ReachICE can only be installed and used in devices which the USER is legally authorized, formal or consensual for this type of use or that the person owning the device is aware and agrees that it is being monitored or is legally capable of monitoring by the USER as in the case of parents and minor children. Otherwise, TeknologyLabs has no responsibility for consequences that this type of use can

#### RECOURSE OF INFRINGEMENT

The USER hereby agrees and acknowledges their responsibility not to disassemble, manipulate, decompile, "hack" or reverse engineer the Software, in whole or in part, or permit or authorize a third party to do so in order to injure the rights and intellectual property of TeknologyLabs. In case of violation of the foregoing, the USER acknowledges that it would cause a huge loss, irreparable damages and detriment to TeknologyLabs.

The USER expressly agrees that TeknologyLabs is entitled to an injunction, punitive and other equitable relief in case of violation or to prevent such breach. The equitable relief, however, should not be construed as a waiver of any other rights or resources that TeknologyLabs may have for indemnity or otherwise provided by applicable law of the country or international agreements.

### **GENERAL**

#### Warning

TeknologyLabs may issue any notice required by this Agreement, through pop-up



cause as well as not offering support or guarantees of accordance with the terms of this contract.

### LIMITATIONS

It is forbidden,

- (i) the use of the SOFTWARE for any purpose other than legally covered by this Agreement or that is in disagreement with the legislation of the city, village, city, state, region or country in which you reside, utilize or intend to the utilize the SOFTWARE:
- (ii), except for temporary transfer, in case of defect (s) on the device(s), installing the SOFTWARE on devices that are not covered by this Agreement;
- (iii) except as expressly authorized by law, modifying or altering the SOFTWARE;
- (iv) transferring, pledging, leasing, distribution, sharing or sublicensing the SOFTWARE if not in case of sale or transfer of ownership of the device in which it was initially installed;
- (V) granting of any access to the SOFTWARE to third parties or the use of it in a service bureau, sharing, subscription service, leasing or its use based on session service or in any other way, or
- (Vi) circumventing, attempting to circumvent, authorize or help others to circumvent the controls on the installation or use of copies of the SOFTWARE. The USER acknowledges and agrees
- (Vii) that the components of the SOFTWARE, including, without limitation, the source code and the design specifications and structure of individual modules or programs, are composed of or contain trade secrets of TeknologyLabs and / or its licensors.
- (Viii) that they must not disassemble, decompile, "hack" or reverse engineer the SOFTWARE, in whole or in part, or permit or authorize a third party to do so, except to the extent that such activities are expressly permitted by law, notwithstanding this prohibition.
- (ix) that they are solely responsible for any data or mobile telecommunications charges generated for you and your mobile device as a result of your use of the SOFTWARE, and must abide by the terms and conditions of any connection

window, dialog box, banner, editorial calls, e-mail, SMS message or other device, even though the USER may not receive the notification at the time the issuance of the notice. Any notice shall be deemed delivered by TeknologyLabs on the date that it is available on the site www. ReachICE.com, regardless of when the USER actually receives it or accesses it.

#### Privacy

The USER acknowledges that TeknologyLabs collects certain information about users of the SOFTWARE, including certain personally identifiable information. You consent to TeknologyLabs collection and use of such information and agree that the collection and use of such information shall be governed by the ReachICE PRIVACY POLICY, currently published on the site www.ReachICE.com, and acknowledge and agree that the TeknologyLabs may revise the policy from time to time.

#### Integrality

This Agreement constitutes the entire agreement between the parties and replaces all previous communications, representations or agreements, oral or written, with respect to the matters contained herein.

#### Alterations

TeknologyLabs may periodically change the Terms and Conditions for use of the SOFTWARE. When these changes are completed, TeknologyLabs will provide a new copy of the Terms and Conditions for use of the SOFTWARE on the site www. ReachICE.com. The USER understands and agrees that, if you use the SOFTWARE after the date of modification of the Terms and Conditions for use of the SOFTWARE, TeknologyLabs will treat your use as acceptance of the Terms and Conditions for use of the updated SOFTWARE.

#### Autonomy

The parties desire and agree that all provisions of the present Agreement shall be enforceable to the extent permitted by law. If any provision of this Agreement is held invalid or unenforceable, or application thereof to any person or circumstance, then that provision shall be interpreted so as to permit its enforceability under the current law to the maximum extent permitted by law and the remaining provisions shall remain in full force and effect.



information recorded in ReachICE are transmitted and processed, including but not limited to telephone data networks, localization satellites, cellular telephones, computers, people, Internet service providers and Telecom data networks, environmental factors, climate, among others, TeknologyLabs legally does not endorse, is not responsible or recommend the adoption of such information as proofs, evidence, or indexes of any nature in legal proceedings or as motivators of personal or business decisions which may result in applying the current law. Any act or decision in the access to such information are the sole responsibility of the USER without TeknologyLabs having to be aware of such acts or consequences, according to the current law in the codes of civil and criminal law of the country or any other instance of the Right to which such acts or decisions are subject to competency.

breach of its obligations with respect to the Terms and Conditions and for the consequences (including any loss or damage which TeknologyLabs may suffer) resulting from this violation.

2.5 ReachICE is a service that requires the permission of the USER and can only be activated and used in devices which the User subscribes to the service, has legal authorization, formal or consensual for this type of use or that the person carrying the device has knowledge and agrees to being monitored or is legally capable of monitoring by the USER that engaged the service, as in our case of parents and minor children. Otherwise, TeknologyLabs has no responsibility for consequences that this type of use can cause and does not offer support or guarantees in accordance with the terms of this contract.



#### entirely AT THE RISK OF THE USER.

TeknologyLabs rejects all warranties regarding the SOFTWARE, media and any other subject matter of the present Agreement, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, the implied warranty of COMMERCIALIZATION, the implied warranty of SUITABILITY FOR A PARTICULAR PURPOSE and the implied warranty of NON-INFRINGEMENT AND ANY AND ALL WARRANTIES AND CONDITIONS ARISING in the course of negotiation or commercial usage.

NO SUGGESTION, HINT, COMMENT OR INFORMATION, WHETHER EXPRESSED IN ORAL OR WRITTEN FORM, obtained through TeknologyLabs, from and not limited to its employees, partners and channels of communication, or elsewhere shall create any warranty or condition not expressly stated in the present AGREEMENT. All warranties implied by law are limited to the duration of the express warranty set forth herein.

The foreseen warranties also apply in the case of providing the SOFTWARE or part thereof for evaluation, testing or demonstration purposes, or when the SOFTWARE is not properly installed or used.

#### LIMITATION OF LIABILITY

#### Top of Form

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL TeknologyLabs or its suppliers or RESELLERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, consequential, incidental, accidental, punitive or special damages, regardless of cause or ORIGIN OF LIABILITY (INCLUDING, BUT NOT LIMITED TO, DAMAGES caused by loss of profits or revenue, loss of privacy, loss of total or partial use of any device or software, including the SOFTWARE, business interruption, loss of business information or other financial loss) arising from the PRESENT AGREEMENT OR the SOFTWARE, even if TeknologyLabs HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TeknologyLabs IN NO EVENT SHALL BE LIABLE FOR DAMAGES "IN CONNECTION WITH THESOFTWARE that may exceed five dollars (\$ 5.00). The above limitation SHALL APPLY REGARDLESS OF ANY ESSENTIAL FAILURE OF ANY RESOURCE OF THE SOFTWARE.

Due to the imprecision of the technical and physical resources by which information recorded in ReachICE are transmitted and processed, including but

- 1.2 TEKNOLOGYLABS seeks continuous innovation to offer an increasingly different experience to its users and customers. The USER acknowledges and agrees that the form and nature of services of ReachICE provided by TEKNOLOGYLABS may change occasionally without notice to the USER.
- 1.3 The USER acknowledges and agrees that TEKNOLOGYLABS can by force of law, necessity or technical problem, to allow (indefinitely) to provide the ReachICE service of to the users in general, without notice. The USER can stop using the services of ReachICE at any time. The USER does not need to specifically inform TeknologyLabs their intention to leave the ReachICEservice, however, it is granted the same opportunity to register the termination of your account through the sitewww.ReachICE.com.
- 1.4 The USER recognizes and accepts that if TeknologyLabs disables access to your account either by spontaneous or compulsory termination under the terms of this Agreement, it can be prevented from accessing the services of ReachICE, account details or any files or other content which is contained in the account, and will not be possible to use resources and tools.

# USE OF THE SERVICES BY THE USER

- 2.1 The USER hereby agrees to use ReachICE services only for the purposes that are permitted: (a) by the Terms and Conditions, and
- (b) the laws, regulations, accepted practices or guidelines in the county, city, state, province, region or country where you reside or use ReachICE.
- 2.2 The USER agrees not to engage in activities that interfere with or disrupt the operation of ReachICE (or servers or networks connected to services).
- 2.3 Unless you have been authorized by means of a specific contract signed with TEKNOLOGYLABS, THE USER agrees not to reproduce, duplicate, copy, sell, trade or resell any resources, tools or components of ReachICE for any purpose.
- 2.4 The USER agrees that they are solely responsible for (and that TeknologyLabs has no responsibility to the USER or any third party) for any breach of its obligations with respect to the Terms and Conditions and for the



services, voice, data, telecommunications, Internet, broadcast and broadband services which will be used during use of the SOFTWARE.

#### **OWNERSHIP**

The ReachICE SOFTWARE is licensed to you under the terms expressed in this terms of use. TeknologyLabs retains ownership of the SOFTWARE, including all intellectual property rights. The SOFTWARE is protected by Australian intellectual property law and international treaties. The USER cannot delete or alter in any way any copyright, trademarks and other intellectual property notices or marks appearing in the SOFTWARE when it is in your possession or use.

#### SUPPORT

If the USER finds any problems with the software, they must contact the site www. ReachICE.com for support information. TeknologyLabs will use its best efforts to answer any problems that the USER might experience using the SOFTWARE, in accordance and within the limits of the guarantees set forth in this Agreement.

### **TERM**

The present Agreement is effective until terminated legally. The USER may terminate this Agreement at any time by destroying and/or uninstalling all copies of the SOFTWARE in their possession or control. The present Agreement will terminate automatically, without prior notice, if the User breaches any term of the present Agreement, in which case the USER must immediately destroy and/or uninstall all copies of the SOFTWARE in their possession or control.

### LIMITED WARRANTY

TeknologyLabs does not guarantee that the SOFTWARE will meet the user needs, that the SOFTWARE will operate in the combinations that the USER can select to use, that the operation of the SOFTWARE will be free from errors or without interruption, or that all SOFTWARE errors will be corrected. Reliance on the availability or accuracy of data, information and SOFTWARE functionality is

#### Forum

The parties elect the Court of the Australia, as competent to resolve any disputes arising from the present Contract, to the exclusion of any other, no matter how much more privileged.

# FAIR USAGE OF THE SERVICE ReachICE

Before accessing, browsing and/or using the pages, resources, tools and services of the ReachICE, please read the terms and conditions governing the use of the ReachICE service. The terms and conditions set forth below are sovereign in the relationship between you and the ReachICE service, unless you and TeknologyLabs have concluded a specific legal agreement.

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# PROVISION OF THE SERVICE OF ReachICE FOR TeknologyLabs

1.1 TEKNOLOGYLABS can create subsidiaries and affiliated entities. Sometimes, these companies can provide all or part of ReachICE services to the USER on behalf of TeknologyLabs. The USER acknowledges and agrees that the Subsidiaries and Affiliates will be entitled to provide such services.