



1. Introduction

- 1.1. This End User Licence Agreement (*EULA*) provided by Candoo Culture Pty Ltd (ABN 36 624 655 376) (*us, our* or *we*) relates to the website at www.candooculture.com (*Website*) that provides you with questionnaires, programs and information in relation to your physical and mental health and wellbeing and your engagement at work (together, the *Services*).
- 1.2. Your employer or hirer (*Employer*) has arranged for you to have access to the *Services* to monitor and assist in improving your physical and mental health and wellbeing and your engagement at work.
- 1.3. As part of the *Services*, you may be asked to complete certain physical exercises or activities. You acknowledge that you must consult with a medical professional before undertaking any such exercises or activities. If you feel you have an emergency medical problem, you should seek professional help immediately.
- 1.4. You acknowledge that we may change this EULA from time to time. If we do, we will notify you when you next use the *Website* or the *Services*. Your continued use of the *Website* shall constitute ongoing acceptance of this EULA.
- 1.5. If you have any questions or comments, please contact us at admin@candooculture.com

2. Your rights

- 2.1. Subject to your compliance with this EULA, we grant you a non-exclusive, legally binding, non-transferable, non-commercial licence to use the *Website* and the *Services* in accordance with the terms of this EULA.
- 2.2. We reserve all rights not expressly granted to you in this EULA.



3. Account

- 3.1. You may be required to create an account (*Account*) before you can use the Website or access the Services, including by providing us with your name and contact information.
- 3.2. By registering an Account on the Website and by otherwise accessing the Services, you agree to be bound by this EULA.
- 3.3. You must be 18 years of age or over to create an Account, use the Website or the Services.
- 3.4. You must immediately notify us of any unauthorised use of your Account.

4. Your personal information

- 4.1. Our collection, storage, use and disclosure of your personal information and sensitive information (as those terms are defined in the *Privacy Act 1988* (Cth)) that you provide to us are governed by our Privacy Policy found on our website.
- 4.2. In addition to anything contained in our Privacy Policy, you acknowledge and agree that:
 - (a) we and our employees staff and contractors will have access to, and may analyse, all data (including personal and sensitive information) you provide to us as part of the Services (*Your Data*);
 - (b) we may aggregate and anonymise Your Data with data of other individuals (*Aggregated Data*);
 - (c) we may use, share and disclose Aggregated Data with third parties, including your Employer; and
 - (d) we may disclose Your Data to a third party where we reasonably believes it is necessary to lessen or prevent a serious threat to your life, health or safety.



5. Videos

- 5.1. You acknowledge that you may be required to take, and upload, videos as part of the Services (**Video**). You hereby grant us a perpetual, non-exclusive, royalty-free worldwide licence to use the Video for the purpose of assessing your health and wellbeing. You warrant that you have the right to grant these rights to us.

6. Your obligations

- 6.1. You must not use the Website or the Services for any unlawful purpose, including any violation or attempt to violate, the security of the Website. Without limitation, this includes any form of unauthorised access, damage and/or interference to the Website.
- 6.2. You warrant, and must ensure that, all information and content you submit to the Website (including all of Your Data and any Videos you submit to the Website):
- (a) is complete and accurate;
 - (b) is not illegal or discriminatory;
 - (c) is not obscene, threatening, bullying, sexually explicit or violent;
 - (d) is not defamatory and does not otherwise invade the privacy of any other entity;
 - (e) is not false, untrue, misleading or deceptive;
 - (f) does not infringe the intellectual property rights (including copyright) of any person or entity;
 - (g) is not otherwise objectionable or injurious to any person or entity (including us).
- 6.3. You must not:
- (a) transfer, sublicense, rent, lease, loan or resell the Services to any other entity;
 - (b) modify, adapt, translate, or create derivative works of the Website, the Services or the content thereof;
 - (c) reverse engineer, de-compile, or disassemble the Website, in whole or in part;
 - (d) use the Website or Services to provide services to third parties or allow use or access to the Website or Services by any third party; or
 - (e) authorise others to do any of the foregoing.



7. Website content

- 7.1. All right, title and interest in and to the Website and the Services, including the content thereof, is owned and/or controlled by us, and/or our partners, affiliates or licensors. You acknowledge that you do not acquire any proprietary rights in the Website or Services as a result of this EULA or your use of the Website and Services.

8. Direct communications

- 8.1. As a result of creating an Account, you agree that we may send you legal notices and other communications about the Website, the Services, your health and wellbeing, this EULA, and the products and services that we offer, including on behalf of your Employer.

9. Termination

- 9.1. Without prejudice to any other rights, we may terminate this EULA if we reasonably believe you have breached this EULA. Subject to clause 12, we shall not be liable to you in any respect for exercising this right.
- 9.2. In the event of termination of this EULA, all rights granted to you under this EULA terminate.

10. Disclaimer of warranties

- 10.1. Your use of the Website is at your own discretion and risk and you are solely responsible for any damage to your computer system, or other device, or loss of data or content that results from such use.
- 10.2. Your participation in the Services, and in particular any physical exercises or activities you undertake, is at your own risk. You should exercise your own care, skill and diligence with respect to any of the content on the Website.
- 10.3. Nothing stated in the Website is intended to be medical or counselling care (including, without limitation, psychiatry, psychology or providing health care treatment, instructions, diagnosis or advice).
- 10.4. Although we have taken every effort to ensure that the information on the Website is accurate and safe, we do not accept liability for, endorse, recommend, promote, warrant or make any representations that the



information on the Website is appropriate for you. Always consult a medical professional before undertaking any physical regime.

- 10.5. To the maximum extent permitted by applicable law, we further expressly disclaim all warranties, terms or conditions of any kind, whether express or implied, including but not limited to any implied warranties, terms and conditions of merchantability, satisfactory quality, fitness for a particular purpose, with respect to the Website and any Services.

11. Indemnity

- 11.1. You agree to indemnify us against any liability, claim, proceeding, cost, expense (including the actual legal fees charged by our solicitors) and loss of any kind arising from any breach by you of this EULA or the warranties you have given under this EULA, including any actual or alleged breach of clauses 6.2 and/or 6.3.

12. Limitation of liability

- 12.1. You acknowledge and agree that the Website and Services is provided on an 'as is' basis.
- 12.2. The Australian Consumer Law confers rights and remedies on you which cannot be excluded, restricted or modified (*Consumer Guarantees*). We do not exclude the Consumer Guarantees, but, to the extent permitted by law, we, our related bodies corporate, partners and other affiliates:
- (a) expressly disclaim any and all other warranties, express or implied, including that access to the Website and/or the Services will be uninterrupted, error free, or that it will always have capacity;
 - (b) will not be liable for any special, incidental, exemplary, punitive or consequential damages whether such liability arises from any claim based upon contract, warranty, tort (including negligence), strict liability or otherwise, and whether or not we have been advised of the possibility of such loss or damage; and
 - (c) shall not be liable for any loss or damage as a result of your breach of this EULA.
- 12.3. Nothing excludes or limits our liability for death and personal injury caused by negligence; fraudulent misrepresentation; or any other liability which cannot be limited by applicable law.



13. Network charges

- 13.1. You acknowledge that standard network charges may apply when downloading, accessing and/or using the Website. You may incur additional charges from your network operator in accordance with its terms and conditions. You are solely responsible for all such charges.

14. General

- 14.1. Failure of a party to enforce any right under this EULA is not a waiver of those rights and does not prevent the subsequent exercise of those rights.
- 14.2. Neither party is liable to the other for any failure to perform its obligations to the extent by caused by an event of force majeure.
- 14.3. Any illegality, unenforceability or invalidity of a provision of this EULA does not affect the legality, enforceability or validity of the remaining provisions of this EULA.
- 14.4. This EULA sets out everything agreed by the parties relating to the Website and the Services, and supersedes and cancels anything discussed, exchanged or agreed. The parties have not relied on any representation, warranty or agreement relating to the subject matter of the EULA that is not expressly set out in this EULA, and no such representation, warranty or agreement has any effect.
- 14.5. This EULA, and your relationship with us under this EULA, shall be governed by the laws of New South Wales. Each party submits to the non-exclusive jurisdiction of the Courts of the New South Wales in relation to any dispute connected with this EULA.