

Mobile App Terms of Use

Axon

These Terms of Use (**Terms**) govern your use of our Mobile Application Axon (**App**) and form a binding contractual agreement between you, the user of the App and us, MAKEMIND PTY LTD.

These Terms are important and you should ensure that you read them carefully and contact us with any questions before you use the App. You can contact us at info@makemind.co.

If you continue to browse and use this App you acknowledge and agree that you have had sufficient chance to read and understand the Terms and you agree to be bound by them. If you do not agree to the Terms, please do not use the App.

1. Information

The information contained in this App is for general information purposes only. While we endeavour to keep the information up to date and correct, we can make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the App or the information, products, services, or related graphics contained on the App for any purpose.

- 1.1. Any reliance you place on the information is at your own risk. Before acting on any information, we recommend that you consider whether it is appropriate for your circumstances and make your own enquires to determine if the information, products or services are appropriate for your intended use.

2. Licence to use App

- 2.1. We grant you a non-exclusive, worldwide, non-transferable licence to use the App in accordance with these Terms.
- 2.2. You may access and use the App in the normal manner and may also print copies of any page within the App for your own personal, non-commercial use. You may copy extracts only to individual third parties for their personal use, but only if you acknowledge the App as the source of the material. Any redistribution or reproduction of part or all of the contents in any form is prohibited unless expressly allowed by these Terms.
- 2.3. You may not, except with our express written permission, distribute or commercially exploit the content of this App. You may not transmit it or store it on any other App or other form of electronic retrieval system.
- 2.4. You must not use or add any content to the App:
 - a. unless you hold all necessary rights, licences and consents to do so;
 - b. that would cause you or us to breach any law, regulation, rule, code or other legal obligation;
 - c. that is or could reasonably be considered to be obscene, inappropriate, defamatory, disparaging, indecent, seditious, offensive, pornographic, threatening, abusive, liable to incite racial hatred, discriminatory,

- blasphemous, in breach of confidence or in breach of privacy;
 - d. that would bring us, or the App, into disrepute; or
 - e. that infringes the intellectual property or other rights of any person.
- 2.5. The App may contain links to other applications or websites as well as content added by people other than us. We have no control over the nature, content and availability of those applications or external content. We do not endorse, recommend, sponsor or approve any such user generated content, the views expressed within that content and any content available on any linked application.
- 2.6. You acknowledge and agree that:
 - a. we retain complete editorial control over the App and may alter, amend or cease the operation of the App at any time in our sole discretion; and
 - b. the App will not operate on a continuous basis, and may be unavailable from time to time (including for maintenance purposes).

3. Intellectual property rights

- 3.1. Nothing in these Terms constitute a transfer of any intellectual property rights. You acknowledge and agree that, as between you and us, we own all intellectual property rights in the App.
- 3.2. Our App contains material which is owned by or licensed to us and is protected by Australian and international laws, including but not limited to the trademarks, trade names, software, content, design, images, graphics, layout, appearance, layout and look of our App. We own the copyright that subsists in all creative and literary works displayed on the App.
- 3.3. By posting or adding any content onto the App, you grant us a perpetual, non-exclusive, royalty-free, irrevocable, worldwide and transferable right and licence to use that content in any way (including, without limitation, by reproducing, changing, and communicating the content to the public) and permit us to authorise any other person to do the same thing.
- 3.4. You consent to any act or omission that would otherwise constitute an infringement of your moral rights, and if you add any content in which any third party has moral rights, you must also ensure that the third party also consents in the same manner.
- 3.5. The licence in paragraph (3.3) will survive any termination of these Terms.
- 3.6. You represent and warrant to us that you have all necessary rights to grant the licences and consents set out in paragraphs (3.2) and (3.3).

4. Warranties

- 4.1. You represent and warrant to us that you have had sufficient opportunity to access and comply with these Terms and that you have the legal capacity to

enter these Terms. If you do not agree with these Terms please do not use this App.

5. Liability

- 5.1. To the full extent permitted by law, we exclude all liability for any loss, damage, costs or expense, whether direct, indirect, incidental, special and/or consequential including loss of profits or data, suffered by you or any third party, or claims made against you or any third party which result from any use or access of, or any inability to use or access the App.
- 5.2. To the full extent permitted by law, we exclude all representations, warranties, guarantees or terms (whether express or implied) other than those expressly set out in these Terms.
- 5.3. These Terms are to be read subject to any legislation which prohibits or restricts the exclusion, restriction or modification of any implied warranties, conditions, guarantees or obligations. Every effort is made to keep the App up and running smoothly. We take no responsibility for, and will not be liable for, the App being temporarily unavailable due to technical issues beyond our control.

6. Indemnity

- 6.1. You may only use this App if you agree to indemnify and hold us (and our officers, directors, employees and agents) harmless from and against all claims, actions, suits, demands, damages, liabilities, costs or expenses (including legal costs and expenses on a full indemnity basis), including in tort, contract or negligence, arising out of or connected to your use of this App.
- 6.2. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by us without restriction.

7. Changes

- 7.1. This information and Terms may be amended without notice from time to time in our sole discretion. Your use of the App following the amendments indicates that you accept the amendments. You should check these Terms from time to time to review any changes.

8. Breach of these terms

- 8.1. You may only use this App for a lawful purpose and in a manner consistent with the provisions set out in these Terms. You must not use this App if you think the exclusions and limitations of liability set out in these Terms are unreasonable. We reserve the right to takedown content and information found to be in breach of copyright, or which in our reasonable opinion is deemed illegal and/or inappropriate. If you breach the Terms, we reserve the right to block you from the App, bring court proceedings against you and to enforce our rights against you. All rights not expressly granted in the Terms are reserved.

9. Competitors

- 9.1. Competitors are prohibited from using the content or information on our App for the purpose of competing with our business. If you breach this provision, we will hold you responsible for any loss that we may sustain, and hold you accountable for any profits that you may make from the prohibited use. We reserve the right, in our sole discretion to exclude any person from using our App.

10. **Enforceability**

- 10.1. If any clause or provision of these Terms is found to be illegal, invalid or unenforceable by a court of law, then the clause or provision will not apply in that jurisdiction and is deemed not to have been included in the Terms in that jurisdiction. This will not affect the remaining provisions, which continue in full effect.

11. **Disputes**

- 11.1. By accepting these Terms you agree to use your best endeavours to use negotiation and mediation to resolve disputes arising from or in connection with these Terms. Please notify us in writing of any dispute you may have.

12. **Termination**

- 12.1. These Terms terminate automatically if, for any reason, we cease to operate the App.
- 12.2. We may otherwise terminate these Terms immediately, on notice to you, if you have breached these Terms in any way.

13. **General**

- 13.1. Each party must at its own expense do everything reasonably necessary to give full effect to this Agreement and the events contemplated by it.

14. **Jurisdiction**

- 14.1. These Terms are governed by the laws of New South Wales and each party submits to the jurisdiction of the courts of New South Wales.

01 April 2015