

STORYTIME PODS END USER LICENCE AGREEMENT

This end user licence agreement (Agreement) is a binding agreement between you and Storytime PODs Pty Ltd (ABN 93 165 833 983) (we, our, us) for access to and use of our digital story book and digital content platform (Platform) located at www.lote4kids.com.

For the purposes of this Agreement, the term 'you' means:

1. any adult person; and
2. any person that is a minor (a person who has not reached the age of majority in the jurisdiction in which they are accessing the Platform) and the parent or legal guardian of the relevant minor (meaning that each minor and relevant parent or legal guardian enters this contract in their own capacity in accordance with its terms and conditions).

To access and use the Platform you must have permission from the organisation that has given you access to use the Platform such as your library, school or hospital, that has entered a subscription agreement with us for use of the Platform (being our Subscriber and such agreement being a Subscription Agreement).

If you have been granted access to the Platform on this basis you are an Authorised User.

By clicking the 'I accept' button or otherwise accessing or using the Platform, you agree that you have read, understood and will be bound by this Agreement. If you do not agree with the terms of this Agreement, you must not access or use the Platform.

1. Summary

The following is a summary of your key rights and obligations under this Agreement:

- We give you the right to use our Platform for your own personal use and enjoyment.
- You must not use the Platform or our intellectual property for any commercial use or gain.
- You must not do anything to the Platform that is malicious or will adversely interfere with the Platform in any way.
- You must be a member of the Subscriber, or be a permitted visitor on the Subscriber organisation's premises, to access the Platform.

- You must not access the Platform remotely if you do not have a membership with the Subscriber
- You promise to cover all our losses if you breach this Agreement and we suffer loss.
- You promise to comply with all laws relevant to you and your access to this Platform.

2. Grant of Licence

We grant you a limited personal, non-exclusive, non-transferable, revokable, licence (Licence) to use the Platform by accessing and allowing it to load onto a computer, tablet, phone or other electronic device that this Agreement is displayed (Device) solely for your own personal use and uses permitted by our Subscriber (Permitted Purpose).

3. Restrictions of Licence

The Licence granted to you under this Agreement authorises you to use the Platform solely for the Permitted Purpose and you must not use the Platform for any other purpose. Without limiting the above, you must not:

1. make any copies of the Platform;
2. modify, adapt, translate, reverse engineer, de-compile, disassemble or copy all or any part of the Platform; or
3. use or distribute any part of the Platform for commercial purposes or otherwise sub-licence, transfer, rent or resell the Platform or access to the Platform.

4. Use of Platform

You must:

1. comply with all applicable laws of your jurisdiction in connection with your access and use of the Platform;
2. keep your Platform access details (including login details, library barcodes and membership numbers) confidential, and not disclose them to any third party without our prior written consent;
3. ensure your Device complies with our minimum hardware and operating requirements as notified by us from time to time;
4. be, and agree that you are, solely responsible for all your information used in connection with or submitted onto the Platform such as book ratings, reviews and comments (Relevant Data), including the accuracy, completeness, integrity and your right to use the Relevant Data, including rights in relation to:

1. any Intellectual Property Rights of any third party; or
2. any personal information or sensitive information of any third party (as those terms are defined in the Privacy Act 1988 (Cth) or any other applicable privacy legislation); and
3. ensure you have all necessary rights, approvals and consents required for us to collect, use, store, copy, transfer, and modify the Relevant Data as required for the Platform to be used by you for the Permitted Purpose and otherwise in accordance with this Agreement (and you indemnify us for any loss that we may suffer in connection with such activities directly relating to our use of the Relevant Data for these purposes to the maximum extent permitted by law).

5. Ownership

1. We own and retain all rights, title and interest in and to the Platform and you agree you do not have any ownership of the Platform or other rights in respect of the Platform, including any Intellectual Property Rights, other than the Licence granted to you under this Agreement.
2. For the purposes of this Agreement, the term Intellectual Property Rights includes all patents, designs, copyright, trademarks, source code, object code, database rights, website layout, imagery, digital books, reviews, trade secrets and any right to apply for the registration or grant of any of the above.

6. Support services

You acknowledge and agree that we may provide online support services to you in our sole discretion as we may notify you from time to time. Unless we agree in writing, we will not have any obligations to provide any additional support services to you in respect of the Platform including (without limitation) technical support, training or maintenance services.

7. Third party application access

You acknowledge and agree that if your Subscriber uses a third party authentication application or proxy service through which you access the Platform, that the Subscriber is solely responsible for maintaining your access to the Platform, and all questions regarding your access should be directed to the Subscriber.

8. Updates and upgrades

You agree that:

1. we may update, upgrade, or undertake maintenance of the Platform at any time (provided however that we have no obligation to provide such updates or upgrades to you pursuant to this Agreement); and
2. vary, add, or delete functions, features and content available on the Platform.

9. Privacy

We will comply with all relevant privacy laws in connection with your use of the Platform. You acknowledge and agree that in connection with the Licence granted to you under this Agreement, we may collect your personal information (as that term is defined in the Privacy Act 1988 (Cth) or any other applicable privacy legislation). Our privacy policy sets out our collection, use and disclosure practices in relation to personal information and can be accessed at www.lote4kids.com/privacy-policy/.

10. Liability and indemnity

10.1 Liability

You acknowledge that we provide the Platform and associated content on a best endeavours basis only, and that we expressly exclude from this Agreement all conditions, warranties, guarantees and terms which may be implied into this Agreement by statute or general law and are capable of being excluded, except to the extent that you acquire Services from us under this agreement as a consumer for the purposes of any relevant consumer law in the jurisdiction in which you reside.

10.2 Indemnity

You are liable for, and indemnify us and each of our directors, officers, employees, agents, contractors and related bodies corporate (Indemnified Parties) and keep each of them indemnified for any damage, cost, loss, expense or liability of any kind (excluding Consequential Loss) (Loss) suffered or incurred by an Indemnified Party which arises from or in respect of:

1. any breach by you of this Agreement; or
2. any negligent, or wilful act or omission, misconduct, dishonesty or fraud committed by you, your agents, representatives, delegates or contractors,

except to the extent that such Loss was directly caused or contributed to by us.

10.3 Consequential loss

Notwithstanding any clause in this Agreement, neither party will be liable to the other party for any Consequential Loss, except to the extent such loss was caused or

contributed by a party's fraud, gross negligence, or breach of Intellectual Property Rights. For the purposes of this Agreement, Consequential Loss means indirect loss, loss of profits, loss or revenue, loss of savings, loss of opportunity, loss of goodwill, or any analogous loss.

11. Termination

1. Subject to clause 11(c), you acknowledge and agree this Agreement will terminate immediately on the earlier of:
 1. if applicable, the expiry or termination of the Subscription Agreement between us and our Subscriber; and
 2. any breach by you of this Agreement.
2. You must cease using the Platform immediately on the termination of this Agreement and do all things reasonably required by us in connection with the termination of this Agreement.
3. Notwithstanding clause 11(a), you agree clause 10.2 and clause 10.3 will survive the termination of this Agreement and continue to bind you.

12. General

12.1 Governing law

This Agreement will be governed by and construed exclusively under the laws of the State of Victoria, Australia and the parties submit to the non-exclusive jurisdiction of the courts of the State of Victoria and the Federal Court of Australia.

12.2 Assignment

You may not assign or otherwise deal with any of your rights or obligations under this Agreement without our prior written consent. We may assign, novate or otherwise deal with our rights under this Agreement at any time effective immediately upon us notifying you of the assignment or novation.

12.3 Entire agreement

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all previous communications, representations, inducements, undertakings, agreements or arrangements between the parties or their respective officers, employees or agents.

12.4 Relationship between parties

This Agreement does not create a relationship of employment, agency, partnership or joint venture between the parties.

12.5 Variation

We may vary the Agreement at any time and without notice. In such instance, we will publish the revised Agreement on the Platform and use reasonable endeavours to provide you with notice. Any changes to the Agreement take immediate effect, and you accept the Agreement and variations by logging in or remaining on the Platform.

12.6 Waiver

No failure to exercise or delay in exercising any right given by or under this Agreement to a party constitutes a waiver and the party may still exercise that right in the future.

12.7 Severability

If any provision of this Agreement is invalid or not enforceable in accordance with its terms in any jurisdiction, it is to be read down, if possible, so as to be valid and enforceable and will otherwise be capable of being severed to the extent of the invalidity or unenforceability without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of that provision in any other jurisdiction.