

MAUS USER Agreement

Definitions

MAUS	MAUS Business Systems Pty Ltd, a company registered in Australia. ABN 55 084 644 208
COMPANIES	MAUS Business Systems Pty Ltd and its subsidiaries
PRODUCTS	Refers to the MAUS Cloud based software known as the MAUS Hub or Your Business Success Program, including all the individual modules but not limited to ValueMax, MasterPlan Lean & Policies Manager as well as all manuals, content and user guides that the user is accessing as a result of agreeing to these terms and conditions.
DATA	Means any data inputted, imported or transmitted by you or with your authority into the PRODUCTS
YOU	Means the Subscriber, and where the context permits, an Invited User. "Your" has a corresponding meaning.
THE ADDRESS	Suite 209 117 Old Pittwater Rd Brookvale NSW 2100 AUSTRALIA

BINDING CONTRACT

This MAUS User Agreement ("Agreement") forms a legally binding contract between YOU and MAUS in relation to YOUR use of the MAUS Products or Professional Services. In order to use the PRODUCTS, YOU must first agree to this Agreement and by using this software, YOU agree to all licence conditions of the software. YOU may not use the PRODUCTS unless YOU agree to these terms and conditions.

If YOU are agreeing to be bound by this Agreement on behalf of YOUR employer or other entity YOU represent, YOU warrant that YOU have full legal authority to bind YOUR employer or such entity to this Agreement. If YOU do not have the requisite authority, YOU may not accept the Agreement or use the PRODUCTS on behalf of YOUR employer or other entity.

Changes to User Agreement

We reserve the right to modify this User Agreement at any time, and without prior notice, by posting amended terms on our website. YOUR continued use of the PRODUCTS indicates YOUR acceptance of the amended User Agreement.

Future Features and Functionality

YOU agree YOUR purchases of the PRODUCTS are not contingent on the delivery of any future functionality or features or dependent on any oral or written public comments made by MAUS or any of its affiliates regarding future functionality or features.

LIMITED LIABILITY

No person should rely on the contents of the PRODUCTS without first obtaining advice from a qualified professional person. The PRODUCTS is licensed on the terms and understanding that (1) the authors, consultants and editors are not responsible for the results of any actions taken on the basis of information in this publication, nor for any error in or omission from this publication; and (2) The COMPANIES are not engaged in rendering legal, accounting, professional or other advice or services.

The publisher, and the authors, consultants and editors, expressly disclaim all and any liability and responsibility to any person, whether a purchaser or reader of this publication or not, in respect of anything, and of the consequences of anything, done or omitted to be done by any such person in reliance, whether wholly or partially, upon the whole or any part of the contents of this publication. Without limiting the generality of the above, no author, consultant or editor shall have any responsibility for any act or omission of any other author, consultant or editor.

1. To the maximum extent permitted by law, MAUS excludes all liability and responsibility to YOU (or any other person) in contract, tort (including negligence), or otherwise, for any loss (including loss of information, Data, profits and savings) or damage resulting, directly or indirectly, from any use of, or reliance on, the Service or Website.
2. If YOU suffer loss or damage as a result of MAUS negligence or failure to comply with these Terms, any claim by You against MAUS arising from MAUS negligence or failure will be limited in respect of any one incident, or series of connected incidents, to the Access Fees paid by YOU in the previous 12 months.
3. If YOU are not satisfied with the Service, Your sole and exclusive remedy is to terminate these Terms in accordance with the terms and conditions in this agreement.

INTELLECTUAL PROPERTY

The rights to receive any financial or other benefit, and to modify the product or employ its components in any kind of derivative work, are reserved exclusively by the COMPANIES. YOU may not reverse-engineer, disassemble, modify, decompile or create derivative works of the product. YOU acknowledge that the product includes certain trade secrets and confidential information, all of which is the copyrighted intellectual property of the COMPANIES. MAUS Business Systems and its Logo are trademarks of Corprat Pty Ltd or Peter Hickey. All rights are reserved worldwide. The User Manual is copyrighted and all rights are reserved. The reproduction of this document, in whole or part, its conversion to electronic medium or its distribution in printed form (hard copy) are prohibited unless prior consent, in writing, has been given by the COMPANIES.

USE OF PRODUCTS

General

YOUR use of the PRODUCTS is governed by this User Agreement. MAUS may refuse service without prior notice to any user for any or no reason.

Backup

It is YOUR responsibility to backup YOUR DATA on a regular basis. We strongly suggest that all users download and store their DATA securely on their personal or network hard drive. MAUS will not in any way be responsible for lost DATA.

Password and Account

YOU are responsible for maintaining the confidentiality of YOUR password and account and are fully responsible for all activities that occur under YOUR password or account with or without YOUR knowledge. If YOU knowingly provide YOUR login and password information to any other person, YOUR account privileges may be suspended temporarily or terminated. YOU agree to immediately notify MAUS of any unauthorized use of YOUR

password or account or any other breach of security. MAUS cannot and will not be liable for any loss or damage arising from YOUR failure to comply with this section.

User Conduct

YOU agree not to use the PRODUCTS for any of the following:

- To post content or initiate communications which are unlawful, libellous, abusive, obscene, discriminatory, or otherwise objectionable;
- For any illegal purpose, including but not limited to conspiring to violate laws;
- To falsely state, impersonate, or otherwise misrepresent YOUR identity, including but not limited to the use of a pseudonym, or misrepresenting YOUR current or previous positions and qualifications, or YOUR affiliations with a person or entity, past or present;
- To upload, post, email, transmit or otherwise make available any content or initiate communications which include information that YOU do not have the right to disclose or make available under any law or under contractual or fiduciary relationships (such as insider information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- To upload, post, email, transmit or otherwise make available any content or initiate communication that infringes or misappropriates any patent, trademark, trade secret, copyright or other proprietary right;
- To upload third-party content that infringes or violates any license, permission, consent or agreement necessary for the lawful use of such third party content;
- To upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional material, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation.
- To interfere with or disrupt the PRODUCTS or servers or networks connected to the PRODUCTS, or disobey any requirements, procedures, policies or regulations of networks connected to the PRODUCTS.

Termination

YOU agree that MAUS may, with or without cause, immediately terminate YOUR MAUS account and access to the PRODUCTS without prior notice. Without limiting the foregoing, the following may lead to a termination by MAUS of a user's use of the PRODUCTS:

- (a) a breach or violation of this User Agreement or any other incorporated agreement or guideline,
- (b) a request by law enforcement or other government or judicial authority,
- (c) a request by YOU (a self-initiated account deletion),
- (d) an unexpected technical issue or problem, or
- (e) an extended period of inactivity.

Termination of YOUR MAUS account includes removal of access to all offerings within the PRODUCTS and may also bar YOU from further use of the PRODUCTS. Furthermore, YOU agree that all terminations shall be made in MAUS's sole discretion and that MAUS shall not be liable to YOU nor any third-party for any termination of YOUR account or access to the PRODUCTS.

Service Policies and Privacy

International Use

Recognizing the global nature of the Internet, YOU agree to comply with all laws, regulations and rules that apply to YOUR use of the PRODUCTS wherever YOU are located, including but not limited to rules regarding privacy, online conduct, acceptable content and transmission of and access to export-controlled technology and

technical data. Without limiting the foregoing, the PRODUCTS may be subject to export laws and regulations of Australia and other jurisdictions.

Access to PRODUCTS

Use of manual or automated software, devices, or other processes to "crawl" or "spider" any web pages contained in the MAUS website is strictly prohibited. YOU agree not to monitor or copy, or allow others to monitor or copy, our web pages or the content included herein. YOU also agree not to "frame" or otherwise simulate the appearance or function of this website. Furthermore, YOU agree not to take any action that interferes with the proper working of or places an unreasonable load on our infrastructure, including but not limited to unsolicited communications, attempts to gain unauthorized access, or transmission or activation of computer viruses.

MAUS Communications

In the course of providing YOU services, MAUS may need to communicate with YOU via email (see our Privacy Policy to learn more about communications). YOU agree to receive email messages which are specific to YOUR account and necessary for the normal functioning of the PRODUCTS, including a series of welcome email messages which help inform new users about various features of the PRODUCTS. YOU also agree to have YOUR name and/or email address listed in the header of certain communications which YOU initiate through the PRODUCTS.

Intellectual Property Rights

Reservation of Rights & Data Loss

Subject to the rights and licenses expressly granted under this User Agreement, MAUS reserves all rights, title and interest in and to the PRODUCTS, including all related intellectual property rights. No rights are granted to YOU under this User Agreement other than as expressly set forth herein. Subject to the rights and licenses expressly granted under this User Agreement, MAUS acquires no right, title or interest from YOU under this User Agreement in or to any content or information submitted by YOU to the PRODUCTS.

YOUR DATA

YOUR access to the DATA is contingent on payment of the MAUS subscription fee. If YOU are not current in YOUR subscription fee then YOUR account could be suspended and YOUR data destroyed.

YOU must maintain copies of all Data uploaded into the PRODUCTS and manually backup any DATA within the system onto YOUR own desktop or server or backup device. MAUS does not make any guarantees that there will be no loss of DATA. MAUS expressly excludes liability for any loss of DATA no matter how caused.

Third-party applications and YOUR DATA. If YOU enable third-party applications to access the PRODUCTS then YOU acknowledge that MAUS may allow access to those third party applications to YOUR DATA. MAUS shall not be responsible for any disclosure, modification or deletion of YOUR DATA resulting from any such access by third-party application providers.

Confidential Information

The PRODUCTS contains confidential and trade secret information of MAUS, including but not limited to confidential processes, methods, structures, schema, program code and elements, and user interfaces. YOU may not use such information for any purpose other than authorized use of the PRODUCTS under this User Agreement, or disclose such information to anyone other than authorized users of the PRODUCTS.

Suggestions

MAUS and its affiliates shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into their services any suggestions, enhancement requests, recommendations or other feedback provided by YOU relating to the operation of the PRODUCTS.

Fees and Payment

General

MAUS reserves the right to charge for the PRODUCTS or any portion thereof, modify the pricing of, add to, or discontinue the PRODUCTS or any portion thereof without prior notice.

Automatic Renewal

YOUR MAUS subscription will be automatically renewed at the end of YOUR subscription period. We will bill the subscription fee plus any applicable tax to YOU. YOUR membership will automatically renew for successive subscriptions, without prior notice to YOU, unless and until YOU cancel YOUR membership, or we terminate it. YOU must cancel YOUR membership before it renews in order to avoid billing of the next period's subscription fees to YOUR Payment Method.

Charges and Billing

By using the PRODUCTS, YOU are expressly agreeing that we are permitted to bill YOU a subscription fee, any applicable tax and any other charges YOU may incur in connection with YOUR use of the PRODUCTS. Additional charges may include service level changes YOU request. The subscription fee will be billed at the beginning of YOUR subscription and on each renewal thereafter, unless and until YOU cancel YOUR membership. We will automatically bill YOU each billing period on the calendar day corresponding to the commencement of YOUR membership. All fees and charges are non refundable, and there are no refunds or credits for partially used periods. We may change the fees and charges in effect or add new fees and charges from time to time. If YOUR credit or debit card reaches its expiration date, YOUR continued use of the service constitutes YOUR authorization for us to continue billing YOU, and YOU remain responsible for any uncollected amounts.

Downgrades and Cancellations

If YOU change YOUR service level (downgrade it), YOU may cause the loss of Content or features for YOUR account. MAUS does not accept any liability for such loss. YOU may cancel YOUR subscription to the PRODUCTS at anytime, and cancellation will be effective immediately. WE DO NOT PROVIDE REFUNDS OR CREDITS FOR ANY PARTIAL SUBSCRIPTION PERIODS.

Indemnification

By accepting this User Agreement, YOU agree to indemnify and otherwise hold harmless MAUS, its officers, employees, agents, subsidiaries, affiliates and other partners from any direct, indirect, incidental, special, consequential or exemplary damages resulting from i) YOUR use of the PRODUCTS; ii) unauthorized access to or alteration of YOUR communications with or through the PRODUCTS, iii) any other matter relating to the PRODUCTS, or iv) and file uploaded to or accessed with the PRODUCTS. Any business transactions which may arise between users from their use of MAUS are the sole responsibility of the users involved.

Compelled Disclosure of Information

Without limitation of the terms and conditions set forth in our Privacy Policy, YOU understand and agree that MAUS may disclose personally identifiable information if required to do so by law or in the good faith belief that such disclosure is reasonably necessary to comply with legal process, enforce this User Agreement, or protect the rights, property, or safety of MAUS, its users, or the public.

Disclaimer of Warranties

YOU understand and agree that the PRODUCTS is provided on an "as is" and "as available" basis and that MAUS does not assume any responsibility for prompt or proper delivery, or retention of any user information or communications between users. MAUS assumes no responsibility for the accuracy or existence of any communications between users. MAUS expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

MAUS makes no warranty that

- (i) the PRODUCTS will meet YOUR requirements,
- (ii) the PRODUCTS will be uninterrupted, timely, secure, or error-free,
- (iii) the results that may be obtained from use of the PRODUCTS will be accurate or reliable,
- (iv) the quality of any products, services, information, or other material purchased or obtained by YOU through the PRODUCTS will meet YOUR expectations,
- (v) any errors in the software will be corrected. Any material downloaded or otherwise obtained through the use of the PRODUCTS is done at YOUR own discretion and risk and that YOU will be solely responsible for any damage to YOUR computer system or loss of DATA that results from the download of any such material.
- (vi) that the DATA entered or imported into the PRODUCT will not be lost. We require all users to make a manual backup of their DATA.
- (vii) MAUS does not warrant that the use of the Service will be uninterrupted or error free. Among other things, the operation and availability of the systems used for accessing the Service, including phone, wifi, computer networks and the Internet, can be unpredictable and may from time to time interfere with or prevent access to the MAUS service. MAUS is not in any way responsible for any such interference or prevention of YOUR access or use of the Services.

No advice or information, whether oral or written, obtained by YOU from MAUS or through or from the PRODUCTS shall create any warranty not expressly stated in this user agreement. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to YOU.

General Legal Terms

Entire Agreement

This User Agreement constitutes the entire agreement between YOU and MAUS and governs YOUR use of the PRODUCTS, superseding any prior agreements between YOU and MAUS.

Limitation of Liability

YOU expressly understand and agree that MAUS shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, DATA or other intangible losses (even if MAUS has been advised of the possibility of such damages). Some jurisdictions do not allow the exclusion of the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to YOU. In no event will MAUS's total cumulative damages exceed the amount YOU paid for the software.

Governing Law and Jurisdiction

This Agreement is governed by the laws of the State of New South Wales in the Commonwealth of Australia and each party hereby irrevocably submits to the jurisdiction of the Courts of New South Wales.

If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. This agreement is governed by the laws of NSW.

Assignment

YOU may not assign any of YOUR rights or obligations under this User Agreement, whether by operation of law or otherwise, without the prior written consent of MAUS.

MAUS may assign the entirety of its rights and obligations under this User Agreement, without consent of the other, to its affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. The sole remedy for any purported breach of this paragraph shall be, at the non-assigning party's election, termination of YOUR use of the PRODUCTS upon written notice to the assigning party.

Notices

Except as otherwise specified in this User Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv), except for notices of termination or an indemnifiable claim, the first business day after sending by email. Notices to MAUS shall be addressed to the attention of The Managing Director to THE ADDRESS; with a copy to General Counsel, at THE ADDRESS. Notices to YOU shall be addressed to the then-current contact information submitted by YOU to the PRODUCTS.

Trademarks

MAUS, the MAUS logo, and other MAUS logos and names are trademarks of MAUS. Your Business Success and ValueMax are also trademarks of MAUS. YOU agree not to display or use these trademarks in any manner without MAUS's prior, written permission.