

INDIVIDUAL AND BUSINESS USERS TERMS AND CONDITIONS

Individual User Terms and Conditions

Date of Last Revision: August 2020

Introduction

1. aqtiv Pty Ltd (ACN [62 628 658 524](#)) and its subsidiaries, related bodies corporate and affiliates (“aqtiv”, “us” or “we”) are providers of certain sports participation, sponsorship, communication and social media products and services.
2. These Terms of Use (“Terms”) govern the provision of the aqtiv application (the “App”) and the website located at [<http://www.aqtiv.app>] (the “Website”) to you (the “Service”). If you are located outside of Australia, you should review our Website at www.aqtiv.app to identify which aqtiv entity is the actual provider of the Service to you in your location, their terms of use may be different. The aqtiv entity that provides you the Service is the entity that enters into these Terms with you.
3. These Terms only apply to you if you are an individual. The use of the Service by venues, clubs and other sport organisers is governed by a separate agreement between you and aqtiv outlined below entitled Business Terms of Use.
4. The Service involves a social media platform or network which is accessed via smartphone app (whether through IOS or Android operating systems), desktop applications and the aqtiv Websites. The Service aims to provide you with a range of sporting related news, information and other functions, including allowing you to connect with other members of the Service, venues and sport organisers, and obtaining information about attending certain sporting events and/or to keep up-to-date with news in relation to certain sporting teams, events or clubs.
5. In providing the Service to you, we will need to collect your personal information (both directly and indirectly and potentially certain sensitive information). The collection, holding, use and disclosure of your personal information (including, in some cases sensitive information) is governed by our Privacy Policy, which is available at www.aqtiv.app/privacy-policy. It is a condition of your receipt of the Service that you provide us with the personal information in question and agree to receive certain content. By creating a profile with us and using the Service you are indicating your acceptance of both these Terms and our Privacy Policy. If you do not agree, you must not use the Service and we may not be able to provide our Service to you.

6. We may change these Terms at any time and will take reasonable steps to bring any material changes to your attention, for example if an amendment to these Terms would materially impact you, we will endeavour to notify you or display a notice on our Website notifying users of the amendment. As you will be bound by any amendment to these Terms, you should review these Terms from time to time. By continuing to use the Service after any amendment to these Terms, you will be deemed to have accepted the amended Terms. If you do not agree to any changes to the Terms, please do not use or access the Service.
7. For the purposes of these Terms of Use, when we say "you" or "your" we mean you as the individual using our Service.

Using the Service and Registration

1. In order to use the Service, you must become a member by providing aqtiv with certain true and correct information about yourself (the "User Information"), as requested by the relevant registration page on the Service. If you choose to register to play a particular sport or participate in a particular activity (or to follow someone who does), you may be required to accept certain additional terms and conditions, as may be required, of the applicable sports organiser, facility or venue hire. aqtiv is not responsible for any third party sports organiser, facility or venue hirer, or the sports, facilities, or venues they provide or the accuracy of their information. aqtiv does not verify claims made or information provided by such third parties and you are solely responsible for informing yourself of all matters relevant to your decisions.
2. User Information requested by us may include, but is not necessarily limited to:
 - your full name and prefix (e.g. Mr, Mrs or Ms);
 - your mobile and/or landline number;
 - your address and email address, including so that we can authenticate you; electronically and administer your account;
 - your date of birth;
 - in certain circumstances, any private healthcare information, health insurance membership provider and membership details and/or medicare number;
 - credit card and/or bank account details (although we won't store these permanently unless you agree);
 - your gender, but you can specify no gender;

- your height, weight and other details about your physical attributes/characteristics;
- details regarding physical disability or impairment;
- your school/college/university;
- your nationality, culture or indigenous background;
- your place of work; and
- your favourite sports.

3. By using the Service, you consent to your name being made available through the Service, including to other users. However, you may, to the extent reasonably practical in the circumstances, sign up to aqtv on an anonymous basis using a pseudonym.

4. By signing up to aqtv and using the Service you confirm that you are at least 13 years of age. If you are under the age of 13, you may only use the Service with the involvement of a parent or guardian. At all times, it is our aim to abide by applicable laws designed to protect minors or children.

5. You must promptly notify and update your aqtv profile if any of your User Information is erroneous or changes from time to time.

6. By providing your contact details, you agree to aqtv contacting you via such means.

Collection and use of data

1. In addition to any information you provide to us directly, we may also directly or indirectly collect information about your use of the Service, including about the activities you undertake using the Service. Our Privacy Policy sets out the kind of information we collect about you (both directly and indirectly) and why.
2. You expressly consent to us, or any third person acting on our behalf, collecting, using, holding, and disclosing your personal information (including certain sensitive information) in accordance with our Privacy Policy and for any lawful purpose.
3. You confirm that all of the information you provide to us, including any personal details, will be complete, true and correct.
4. You also expressly consent to us automatically collecting information about your geographical location, including by analysing your IP address or via your geo-tracking location information (if geo-tracking

sharing services are activated by you on your device, however, geo-tracking services may be turned off and are not required to use the Service), in order that we can tailor the Service to you based on your geographical location.

Payment

1. You are solely responsible for making any required payments to sports organisers, facilities or venues, for example, sports club membership fees, game fees, facility hiring fees etc. You acknowledge and agree that if you do not pay such fees and charges when they are due, your access to the Service and enjoyment of the benefit of the Service may be delayed, suspended or terminated.
2. Where we offer the relevant sports organiser, facility or venue the opportunity to accept payments via the Service, you acknowledge and agree that any and all payments you choose to make using the Service will be processed by a third party and will be subject to separate terms and conditions. You acknowledge that it is your sole responsibility to review and comply with those terms and conditions, and we have no responsibility for your actions when using those payment processing facilities. We will always comply with all applicable laws in connection with the payment processing facilities, including disclosing any information where we are required to do so by law.
3. Payment processing services for **aqtiv Users** on **aqtiv** are provided by Stripe and are subject to the [Stripe Connected Account Agreement](#), which includes the [Stripe Terms of Service](#) (collectively, the “Stripe Services Agreement”). By agreeing to **these terms** or continuing to operate as a **aqtiv User** on **aqtiv**, you agree to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. As a condition of **aqtiv** enabling payment processing services through Stripe, you agree to provide **aqtiv** accurate and complete information about you, and you authorise **aqtiv** to share it and transaction information related to your use of the payment processing services provided by Stripe.

Rewards

1. In order to reward your continued and loyal use of the Service, aqtiv may implement an incentive based rewards scheme (the “Rewards Scheme”). As part of the Rewards Scheme, aqtiv may grant you with certain reward points (“Reward Points”), based on you carrying out certain activities or reaching a pre-defined set of requirements.

2. You acknowledge and agree that aqtiv has the right to determine, in its sole discretion, how and for what purposes (if any) Reward Points can be earned, redeemed and/or used by you.
3. aqtiv may also, in its sole discretion, indicate that certain sporting activities include certain extra sporting rewards (“Sporting Extras”). Sporting Extras may include the following, applicable to certain sporting activities:
 - rebates or refunds of registration fees for sporting club memberships;
 - receipt of bonus goods or services or Reward Points; and/or
 - receipt of discounts or bonuses with third party providers or Reward Points.
4. You further acknowledge and agree that Reward Points and the benefits associated with Sporting Extras are not redeemable for cash and that aqtiv may at any time, in its sole discretion and without reason, terminate, suspend or discontinue the Rewards Scheme, Sporting Extras or your Reward Points without liability to you.

Intellectual Property Rights

1. All intellectual property rights (including copyright, database rights and trade mark rights) subsisting in, relating to or arising out the Service (including Intellectual Property Rights in the Websites) are owned by and vest in aqtiv (or its licensors).
2. You acknowledge and agree that these Terms or the use of the Service do not transfer any right, title or interest in any of aqtiv’s (or its licensors’) intellectual property rights to you, nor may you use any trademark owned by aqtiv without our prior written permission.

Submitted Materials

1. The Service may allow users to submit or post information, content and materials (“User Generated Content”) to the Service and/or aqtiv, for access and use by other users, third parties and/or aqtiv. Submission, access and/or use of User Generated Content may be the subject of specific conditions which will be detailed within the Service. References in these Terms to “User Generated Content” do not include any User Information referred to in clause 2, which is treated separately to User Generated Content.
2. aqtiv does not systematically monitor or review User Generated Content submitted by users and is not responsible for the form or content of any User Generated Content.

3. If you choose to submit or post User Generated Content, you must own or have the right to submit or post that User Generated Content and it must not:
- infringe any intellectual property right (including copyright, patent, database right or trade mark right) of any person and you must have the consent of any other person whose information (including images) is included by you in User Generated Content;
 - be in breach of any legal duty owed to any person, such as a contractual duty or a duty of confidence;
 - deceive or be likely to deceive any person;
 - promote fraudulent schemes, goods, services or promotions;
 - be used to impersonate any person or business (including aqtiv and its representatives) or to misrepresent your identity or affiliation with any person;
 - contain harmful content, including software viruses, Trojan horses, worms, spy-ware, disabling code, or any other files, software or technology that is intended to disrupt or damage the Service, or illegally intercept information;
 - track or seek to trace any information on any other person who uses the Service;
 - attempt to disable or circumvent any security mechanisms used by the Service; or
 - be illegal, obscene, defamatory, threatening, fraudulent, abusive, pornographic, harassing, hateful, racially or ethnically offensive, encourage conduct that would be considered a criminal offence, give rise to civil liability, violate any law or be otherwise inappropriate.

If you become aware or reasonably suspect that any third party content on the Service may infringe this clause 7.3, you must promptly inform us.

You agree that aqtiv may:

- edit or delete your User Generated Content and that you waive any moral rights you have in User Generated Content to allow us to do so;
- link your User Generated Content to other material, including User Generated Content submitted by other users or material created by aqtiv and/or other third parties;
- use your User Generated Content for its business purposes, including to promote, market or advertise the Service and/or aqtiv; and

- directly or indirectly commercially benefit from your User Generated Content.
- Request that you make the appropriate changes to your User Generated Content within 5 business days.
- aqtv does not claim any ownership rights in your User Generated Content, however, by submitting User Generated Content you are deemed to grant aqtv (and its licensors) an irrevocable, perpetual, non-exclusive, royalty-free and world-wide licence to use that User Generated Content.
- Once submitted, you may yourself make private any of your User Generated Content. However, you acknowledge that certain copies of User Generated Content may be available through the Service, as a result of our prior actions.

Linked Sites

1. Where we believe this may be of interest to you, we may provide links to third parties' websites (whether on the Website, Application or as part of our advertisements), or may divert your devices to third party websites from time to time, including websites belonging to Sports Organisers ("Linked Sites"). Linked Sites are not reviewed, controlled or examined by us in any way.
2. The provision of links to the Linked Sites does not mean that aqtv or its directors, officers, employees or agents endorse or recommend, or have any association with, the Linked Sites or the relevant third party goods and services.
3. You acknowledge and agree that we are not responsible for the content, availability, advertising, products, services or other materials of any Linked Sites, or any additional links contained on Linked Sites, or the conduct of any person associated with a Linked Site. However, aqtv may at its discretion refuse any advertisements from or associations with any Linked Site.
4. Linked Sites may be subject to their own terms and conditions of use and privacy policies. You acknowledge that it is your sole responsibility to review and comply with those terms and conditions, and we have no responsibility for your actions when using a Linked Site.

Unacceptable Usage

1. You must only use the Service in a reasonable manner, consistent with these Terms, the Privacy Policy, and ordinary community standards of behaviour and decency. Under no circumstances may the Service be

used for any illegal purpose or in a manner likely to cause offence to a reasonable person.

2. You must not use the Service for any purpose which we consider to be unacceptable or which breaches our code of conduct, as amended from time to time.

Examples of unacceptable behaviour include use of the Service that:

- would cause you or us to be in breach of any law, code, or regulation;
- places any unreasonable impost, burden or strain on the technical resources of the Service, including without limitation the excessive transmission of data;
- depicts or promotes offensive or illegal behaviour;
- is offensive or promotes racism, bigotry, hatred or physical harm;
- would harass or threaten any other person;
- exploits people in a sexual or violent manner;
- contains nudity, violent or offensive subject matter;
- promotes an illegal or unauthorised copy of copyright material;
- promotes criminal activity or enterprise;
- could cause us to incur a liability to any third party or entity;
- violates the privacy of any person or the confidentiality of their personal information (including sensitive information);
- involves compromising the security of any of our computer

systems or data storage systems;

- contains, provides or creates computer viruses, Trojan horses, disabling code, spy-ware or otherwise deliberately corrupts systems, facilities or data;
- involves the sending of junk mail, spam or unauthorised commercial electronic messages;
- alters or modifies the operation of the Service in any way;
- copies, modifies or creates a derivative work of, reverse engineers, decompiles, or otherwise attempts to extract the source code of any proprietary software used to provide, maintain or that is otherwise applicable to the Service; or
- involves the resale or resupply of the Service to any person without our prior written permission.

You acknowledge and agree that we may immediately suspend or terminate your access to the Service if you breach these Terms, or we suspect on reasonable grounds that you have breached these Terms or used the Service for any unacceptable purpose. Where we have suspended your access, we will only grant you access once we consider that you will comply with these Terms.

You agree to notify aqtv promptly, if you suspect there is any unauthorised use of your account on the Service, or if you suspect any other breach of security of the Service.

Suspension, availability and accuracy

1. We may refuse to register your account, where we are concerned with the accuracy of the information provided, your identity or similar, and/or refuse to provide you access to the Service, without giving reasons and without liability to you.

2. While we will take reasonable steps to ensure the availability and security of the Service, you accept that the Service provided by us is subject to third parties (for example, ISPs or telecommunications service providers) and events outside our reasonable control. . In particular, we may at any time immediately suspend or withdraw access without notice and without giving reasons, where acts or omissions of third parties or such events adversely impact on the Service.
3. aqtv may temporarily or indefinitely suspend your right to use or access all or any part of the Service, for maintenance, repair or upgrading of the Service, where there are technical difficulties or where aqtv has reason to believe suspension of your use or access is necessary for an emergency or to comply with a law or discretion of a regulatory authority. We will endeavour to provide notice where we can, although in some cases this will be impractical.
4. We do not represent that the Service (or any software underpinning the Service) will be error, defect, “bug” or “virus” free, and you should take ordinary and prudent steps to ensure your own online security and safety, including by using updated versions of industry standard virus detection software.
5. We do not represent that any information, news, or other content on the Service is accurate, reliable or correct. You acknowledge and agree that such content is provided on a “no reliance” basis. You are responsible for verifying the accuracy, reliability and correctness of such content that you obtain through your use of the Service.

Liability

1. You acknowledge that the internet is an inherently insecure communication medium, and your use the Service at your own risk. You agree that we have no responsibility for any use, misuse, loss, corruption, interception or delay of information or data uploaded, downloaded, hosted or otherwise communicated via the Service other than where we have breached these Terms. You further acknowledge that you are responsible for keeping all usernames, passwords and other security-based information secure and private at all times.
2. Without limiting any other provisions of these Terms, we will not in any way be liable to you for any kind of loss or damage incurred as a result of any viruses or other malicious software that may affect you while using the Service or for any loss of data, faults, failures or interruptions or the accuracy, timeliness, completeness, security or reliability of any

communications (including, without limitation, any transactions) made using the Service.

3. Other than express terms of these Terms and warranties, conditions, rights or guarantees implied by relevant legislation, including the Competition and Consumer Act 2010 (Cth), the exclusion of which from an agreement would contravene a statute or cause part or all of these Terms to be void ("Non-excludable Rights"), you agree that we exclude all liability arising from any implied or express representations, terms, conditions or warranties that would otherwise apply to your use of the Service.
4. Except for liability in relation to breach of any Non-excludable Rights and liability under clause 11.5, our maximum aggregate liability to you in contract, tort (including negligence), statute or otherwise, is limited to the higher of:
 - the total amount (if any) paid by you to us under these Terms during the 12 months before the first event giving rise to a liability occurred; or
 - one thousand Australian dollars (\$1,000.00).
5. Nothing in these Terms excludes, restricts or modifies any guarantee, warranty, term or condition, right or remedy implied or imposed by applicable law, which cannot be lawfully excluded, restricted or modified, including any Non-excludable Rights.
6. To the maximum extent permitted by law, for breach of any Non-excludable Rights, our liability is limited, at our option to:
 - where the breach relates to goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired; or
 - or where the breach relates to services, supplying those services again, or paying the cost (if any) of having those services supplied again.
7. To the maximum extent permitted by law, under no circumstances will we be responsible to you or any third party whether in contract, tort (including negligence), in equity or under statute for any special, indirect, consequential, incidental or punitive damages, or for damages for loss of opportunity, profits, revenue or goodwill, regardless of whether or not such loss or damage was foreseeable and even if advised of the possibility of such loss.
8. You indemnify us and our related bodies corporate, directors, officers, employees and agents from and against all actions, claims, suits, demands, damages, liabilities, costs or expenses, including reasonable

legal fees, arising out of, or in any way connected to your use of the Service, any use of your User Generated Content or other information or content available by means of the Service, or the use of the Service by anyone using your device.

Termination

1. These Terms commence on the date on which you become a member and continue until terminated by you or us under this clause 12.
2. You may end your access to the Service (in whole) at any time by deleting your account. Ending your access in this way will end your ability to access the Service and you will need to register again with us if you change your mind. You may also end your access to the Service (in part), by removing the relevant activity, event, facility or other content. However when you have provided User Generated Content, you acknowledge that copies of the User Generated Content may remain available through the Service where these Terms provide for copies or similar to be created.
3. Any data or personal information we have collected about you or your use of the Service will be retained and destroyed in accordance with our Privacy Policy. In particular, we reserve the right to delete any information or data that relates to any account that has been deleted (but not merely inactive) for a period exceeding 30 days.
4. We may immediately terminate your access to the Service where:
 - you breach any of these Terms;
 - you have failed to pay the fees (if any) when due;
 - we have ceased to provide the Service, in whole or in part, where we are entitled to do so and the period of cessation exceeds 30 days;
 - our business or contractual relationships with third parties require us to do so or those relationships have ceased, the result of which is that we are unable to continuing performing the Service; and/or
 - we consider that you have done something that is detrimental to our business interests or reputation or those of any of our third parties.
5. You acknowledge that none of aqtv, any of our third parties or any other person will have any liability to you for any reason whatsoever arising from any rightful termination of your access to the Service. However, termination does not affect any liability that arose prior to the date of termination.

General

1. If any provision in these Terms is void or unenforceable, that provision will be read down to the extent necessary to make it valid and enforceable and to the extent that it cannot be so read down, will be severed from these Terms.
 2. If there is a contradiction or inconsistency between these Terms and any other notices, policies, communications or documents relating to the Service, these Terms will prevail to the extent of that contradiction or inconsistency, unless we expressly agree otherwise in writing.
 3. Your rights and obligations under these Terms are personal to you and you must not assign, transfer, sub-contract or otherwise dispose of any or all of your rights and/or obligations under these Terms. We may assign, transfer, sub-contract, novate or otherwise dispose of any or all of our rights and/or obligations under these Terms without notice to you.
 4. These Terms are governed by the laws in force in New South Wales, Australia and the parties agree to be bound by the non-exclusive jurisdiction of the Courts of New South Wales, Australia.
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Business Terms of Use

Date of Last Revision: August 2020

Introduction

1. aqtiv Pty Ltd (ACN 62 628 658 524) and its related bodies corporate, affiliates and subsidiaries (“aqtiv”) provide certain sports participation, sponsorship, communication and social media products and services.
2. These Terms of Use (“Terms”) govern the provision and the licence of the aqtiv application (the “App”) and the website located at <http://www.aqtiv.app> (the “Website”) to a legal entity (for example, an incorporated association, company) (the “Business User”) which accesses and uses the App and/or Website for the purposes of an activity, event or facility (the “Service”).
3. The Service involves a social media platform or network, which is accessed via smartphone app (whether through IOS or Android operating systems), desktop applications and the aqtiv Websites. The Service may also involve emails, sms, instant messaging, multi-media messaging, printed materials, electronic documents, and any files, text, video, sound and musical works produced or supplied by aqtiv on the Service. The Service provides the Business User with a range of

sporting related news, information and other functions, including allowing the Business User to connect with members of the Service, players or sports organisers, and obtain information about attending certain sporting events and/or information to keep up-to-date with news in relation to certain sporting teams, events or clubs (the “Basic Service”).

4. Depending on the functionality selected by the Business User, the Service may also include certain services in addition to the Basic Service, - such as Payment Services (the “Premium Service”). The Premium Service is currently only available if the Business User is based in Australia.
5. The Basic Service and the Premium Service may be provided (in whole or in part) by different members of the aqtv group in the case of financial matters (such as the Premium Service Fees or transaction fees), on 60 days’ notice; and in all other cases, immediately and without notice.
6. In providing the Service to the Business User and related services to members of the Service, aqtv will need to collect a range of personal information (both directly and indirectly from personnel of the Business User which may include certain sensitive information). The collection, holding, use and disclosure of personal information (including, in some cases, sensitive information) is governed by our Privacy Policy, which is available at www.aqtv.app/privacy.
7. Receipt of the Service by the Business User indicates its acceptance of both these Terms and the Privacy Policy. If the Business User does not accept these Terms and the Privacy Policy, the Business User must not use (and must cease to use) the Service.

Licence and Term

1. aqtv and its relevant licensors grant the Business User a non-exclusive, non-transferrable, revocable licence, with no right to sub-licence, to use the Service in accordance with these Terms for the Term set out below in paragraph 2.2 (Licence).
2. The Licence to use the Service will continue until the earlier of:
 - you terminating your Business User Account; or
 - aqtv terminating your Business User Account in accordance with these Terms

Using the Service and Registration

In order to use the Service, the Business User must register via the relevant link for ‘sport organiser registration’ on the App or the Website. To register for the Service, the Business User must provide aqtv with certain true and correct information about

the Business User (the “Business User Information”), as requested on the relevant registration page.

- The nature and degree of Business User Information requested by aqtv will vary depending on whether the Business User selects the Basic Service or the Premium Service.
- To register for the Basic Service, the Business User Information may include the following:
 - the full name and prefix (e.g. Mr, Mrs or Ms) of the Business User’s primary contact;
 - the Business User’s mobile and/or landline number or those of the Business User’s primary contact;
 - the Business User’s address and email address so that aqtv can authenticate the Business User electronically and administer the Business User’s account;
 - the Business User’s ABN or other business identifiers, and other details that may be required by aqtv for the purposes of verification of Business Users; and
 - the Business User’s current insurances;
 - the Business User’s sponsors;
 - the Business Users’s affiliates or associated partners;
- To upgrade to the Premium Service, the Business User Information may also include:
 - the full name and prefix (e.g. Mr, Mrs or Ms) of the Business User’s secondary contact (for circumstances where the primary contact cannot be reached);
 - bank account details where Payment Services are requested under clause 4 of these Terms;
 - credit card/bank account details for payment of the Premium Service Fee set out in the Specifications (although aqtv won’t store these permanently unless the Business User agrees);
 - the Business User’s pricing structures for End Users (e.g. per event, per activity or per facility) along with the associated fee instructions, for example whether the End User will pay any transaction fees or the Business User; and

aqtv will not activate the Premium Service unless and until the Business User has paid the Premium Service Fee in accordance with clause 6 of these Terms.

Once the Business User has provided the Business User Information and aqtv has approved their registration, the Business User will receive a profile on the Service, (the Business User Account).

1. Any username or password a Business User may receive are not transferable and may not be assigned.
2. The Business User is solely responsible for maintaining the confidentiality of its Business User Account and associated password and for all activities that occur using the password or Business User Account (whether authorised or not).
3. The Business User agrees not to share its password, and not permit anyone who is not authorised to know the password access it. The Business User must immediately notify aqtv if the Business User suspects any unauthorised use of its Business User Account and/or password or any other breach of security of the Service.
4. If the Business User loses its password then aqtv will provide a hyperlink to change the password contained in an email to the primary contact submitted in the Business User Information.
5. The Business User confirms that all of the information the Business User provides to aqtv, including any personal details, will be complete, true and correct. The Business User will promptly notify aqtv and update their aqtv profile if any Business User Information is erroneous or changes from time to time.

Any amendments to the Business User Information in respect of the Premium Service will require verification by both the primary contact and the secondary contact, and will be authenticated by way of secure password.

aqtv will supply certain support services via the Service to assist Business Users to use the Service, and to register to use the Service and will use reasonable endeavours in doing so. aqtv is not responsible for Business User's use of the Service or for Business User's realising full benefits of the use of the Service.

The Business User is responsible for all acts or omissions of its personnel and authorised users, including the primary and secondary contact.

- The Business User agrees that by providing the Business User's contact details (including the details of the primary and secondary contact), the Business User consents to aqtv contacting the Business User via such means.

The Business User expressly consents to use by aqtv, or any third person acting on aqtv's behalf, of any information aqtv collects, holds, or stores about the Business User, including the Business User Information, in accordance with the Privacy Policy and for any lawful purpose.

Nature of the Service

1. The Basic Service will primarily permit the Business User to:
 - interact with End Users of the Service, including to provide information to them and register them to activities offered by the Business User;

verify and modify operational, technical and account information in respect of its business, event or venue for example, changing opening hours or times of activities;
 - provide information to End Users, for example information about upcoming sports games, ground closures in the event of wet weather or otherwise, or registration information for sporting clubs; and

2. The Premium Service will, in addition to any details set out in the Specifications, primarily permit the Business User to:
 - claim a particular business, event or venue listing and have full control of that listing including updating all information for the business, event or venue listing;
 - claim a particular nic handle or name in relation to the Business User's business, event or venue;
 - request Payment Services under clause 5 and receive payments from End Users of the Service in connection with activities, events (including fundraising events or social events affiliated with the Business User's sporting organisation) or facilities (including for membership fees, facility booking fees and sport event attendance or registration fees) provided by the Business User to End Users; and
 - in consideration for the Premium Service by the Business User must pay the Premium Service Fees set out in the Specifications.

Payment Services

1. The provisions of this clause 5 apply only where a Business User has requested the provision of Payment Services under clause 4.2.3 and aqtv has approved that request, in its sole discretion, and activated the Payment Service.
2. The Business User can request Payment Services at aqtv will, if it approves such a request, (as part of the Premium Service) facilitate the provision of services by a third party Payment Service provider for the Payment Services, in exchange for the payment of certain transaction fees to aqtv as set out on **fees** and the Business User agrees to pay any such transactions fees.

The Business User acknowledges and agrees that aqtv is not the Payment Service provider and is not responsible for any third party Payment Service Provider's compliance with applicable laws.

3. Credit card payment processing services for Business Owners on aqtv are provided by Stripe, Inc. ("*Stripe*") and are subject to the [Stripe Connected Account Agreement](#), which includes the Stripe [Terms of Service](#) (collectively, the "*Stripe Services Agreement*"). As a Business Owner, you agree to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. As a condition to aqtv enabling credit card payment processing services through Stripe, you agree to provide aqtv accurate and complete information about you and your business, and you authorise aqtv to share any such information with Stripe, as well as transaction information related to your use of the payment processing services provided by Stripe. In all cases, standard credit card or other third party processing fees apply in addition to any Service Fees.
4. The Business User acknowledges and agrees that:
 - aqtv is not responsible for payments made to the Business User by any third party Payment Service Provider;
 - it is solely responsible for its own payment policy and information (including in relation to refunds and payments made by End Users to the Business User) that it must share with End Users;
 - it must have its own refund policy in relation to the Payment Services which is readily available to and easily accessible by end users and aqtv takes no responsibility for refunds to be made to end users.
5. aqtv will endeavour to facilitate the processing of payments made by members of the Service and where such payments are due to the Business User into the bank account notified to aqtv by the Business

User, in accordance with any service level targets stated in the Specifications.

6. aqtiv will aim for full compliance with all applicable laws relevant to such payment processing facilities, which may include disclosing information of the Business User where aqtiv is required to do so by law (which information may include personal information of the personnel of the Business User).

Fees

1. The Premium Service Fee is set out in our [fees](#).
2. The Business User must pay the Premium Service Fee at the times set out in our [fees](#), unless otherwise agreed in writing by aqtiv, to aqtiv's designated bank account as notified to the Business User.
3. The Business User acknowledges and agrees that if the Business User does not pay [fees](#) or charges payable to aqtiv when due, the Business User's access to the Service (including the Payment Service) and enjoyment of the benefit of the Service may be delayed, suspended or terminated, as determined by aqtiv (at its own discretion, but taking into account the amount due, any previous non-payments and/or the period for which payments have been overdue).
4. All amounts payable to aqtiv must be paid in Australian dollars, unless otherwise indicated in our [fees](#). The Business User is responsible for considering the impact of current exchange rates on payment and in ensuring payment in the required currency in cleared funds.
5. Any and all [fees](#) payable to aqtiv by the Business User, are exclusive of any applicable taxes, including GST.
6. If any amounts are required by law or regulation to be withheld from any payment due to aqtiv and paid to a relevant taxation authority, Business
7. User must remit such amounts to the relevant taxation authority but without reduction in the payment(s) to aqtiv.
8. All complaints and disputes in relation to any [fees](#), charges or payments are subject to and will be handled in accordance with aqtiv's [Payment Policy], which is available in our [fees](#).
9. To the extent permitted under applicable laws, in most cases, any payments made under these Terms (including the Premium Service Fees) are non-refundable

Intellectual Property Rights

1. All Intellectual Property Rights subsisting in, relating to or arising out of the Service (including Intellectual Property Rights in the App and Websites) are owned by and vest in aqtv (or its licensors).
2. The Business User acknowledges and agrees these Terms or the use of the Service do not transfer any right, title or interest in any of aqtv's (or its licensors') Intellectual Property Rights to the Business User.
3. All trade marks, brands and logos which are used on the Service are either owned by us or we have a licence to use them. The Business User may not use any of our trademarks or other marks displayed on the Service in any way without our prior written permission, or the prior written permission of the owner of the marks.
4. A Business User can contact aqtv and grant a License to use brands as agreed by both Business User and aqtv.
5. The Business User who uses aqtv at their own discretion and does not request a specific license agreement grants aqtv a non-exclusive, perpetual, royalty-free, world-wide licence to use, copy and display any of the Business User's content, logos, trade marks or other company identifiers for the purposes of aqtv providing or promoting the Service, including to the general public and including as may be included in any media release, promotional material or publicity generated in connection with the Service.
6. If any material requires an acknowledgement of use, this can be found at [\[aqtv.app\]](https://aqtv.app).

Submitted Materials

1. Where and to the extent the Service allows, Business Users may post Business Content to the Service. aqtv does not systematically monitor or review Business Content submitted by Business Users and is not responsible for the form or content of any Business Content posted on the Service, or otherwise.
2. Submission, access and/or use of Business Content may be subject to specific conditions, which will be detailed within the Service.
3. The Business User acknowledges and agrees that if the Business User submits or posts Business Content, the Business User must own or have the right to submit or post that Business Content and it must not:
 - infringe or make unauthorised use of any Intellectual Property Right of any person;
 - post any content about any person (including images) without their consent;

- breach any legal duty owed to any person, such as a contractual duty or a duty of confidence;
- deceive or be likely to deceive any person;
- promote fraudulent schemes, goods, services or promotions;
- be used to impersonate any person (including aqtiv and its representatives) or to misrepresent its identity or affiliation with any person;
- contain harmful content, including software viruses, Trojan horses, worms, spy-ware, disabling code, or any other files, software or technology that is intended to disrupt or damage the Service, or illegally intercept information;
- track or seek to trace any information relevant to any other person who uses the Service;
- attempt to disable or circumvent any security mechanisms used by the Service; or
- engage in any acts or omissions that are illegal, obscene, defamatory, threatening, fraudulent, abusive, pornographic, harassing, hateful, racially or ethnically offensive, encourage conduct that would be considered a criminal offence, give rise to civil liability, violate any law or which is otherwise inappropriate,

If the Business User becomes aware or reasonably suspects that any third party content on the Service may infringe this clause 8.2, the Business User must promptly inform aqtiv.

- The Business User agrees that aqtiv may:
 - edit or delete the Business User's Business Content and that the Business User waives any moral rights the Business User has in any Business Content to allow aqtiv to do so;
 - link the Business User's Business Content to other material, including Business Content submitted by other Business Users, content submitted by End Users of the Service, or material created by aqtiv and/or other third parties;
 - use the Business User's Business Content for its business purposes, including to promote, market or advertise the Service and/or aqtiv;
 - directly or indirectly commercially benefit from the Business User's Business Content.
2. aqtiv does not claim any ownership rights in the Business User's Business Content, however, by submitting Business Content the Business User is deemed to grant aqtiv (and its licensees) an irrevocable, perpetual, non-exclusive, royalty-free and world-wide licence to use that Business

Content (including to copy, reproduce, adapt, modify, publish, broadcast, transmit, display and distribute).

3. Once submitted, the Business User may delete any of the Business User's Business Content. However, the Business User acknowledges that certain copies of Business Content may be available through the Service, as a result of aqtv's prior actions.

Linked Sites

1. Where aqtv believes this may be of interest to Business Users or to members of the Service, aqtv may provide links to third parties' websites (whether on the Website, Application or as part of our advertisements), or may divert users to third party websites from time to time, including websites belonging to other Business Users ("Linked Sites"). Linked Sites are not reviewed, controlled or examined by aqtv in any way.
2. The provision of links to the Linked Sites does not mean that aqtv or its directors, officers, employees or agents endorse or recommend, or have any association with, the Linked Sites or the relevant third party goods and services.
3. The Business User acknowledges and agrees that aqtv is not responsible for the content, availability, advertising, products, services or other materials of any Linked Sites, or any additional links contained on Linked Sites, or the conduct of any person associated with a Linked Site. However, aqtv may at its discretion refuse any advertisements from or associations with any Linked Site.
4. Linked Sites may be subject to their own terms and conditions of use and privacy policies. The Business User acknowledges that it is the Business User's sole responsibility to review and comply with those terms and conditions if it visits a Linked Site, and aqtv has no responsibility for the Business User's actions when using a Linked Site.

Unacceptable Usage

1. The Business User must only use the Service in a reasonable manner, consistent with these Terms, the Privacy Policy, and ordinary community standards of behaviour and decency.
2. The Business User must comply with all applicable laws in its use of the Service. Under no circumstances may the Service be used for any illegal or fraudulent purpose, or in a manner likely to cause offence to a reasonable person.
3. The Business User must not use the Service for any purpose which aqtv considers to be unacceptable or which breaches aqtv's code of

conduct www.aqtiv.app/terms as amended from time to time. Examples of unacceptable behaviour include use of the Service that:

- would cause the Business User or aqtiv to be in breach of any law, code, or regulation;
- places any unreasonable impost, burden or strain on the technical resources of the Service, including without limitation the excessive transmission of data;
- depicts or promotes offensive or illegal behaviour;
- is offensive or promotes racism, bigotry, hatred or physical harm;
- is "unsportsmanlike" or promotes "unsportsmanlike" behaviour being;
- would harass or threaten any other person;
- exploits people in a sexual or violent manner;
- contains nudity, violent or offensive subject matter;
- promotes an illegal or unauthorised copy of copyright material;
- promotes criminal activity or enterprise;
- could cause aqtiv to incur a liability to any third party or entity;
- violates the privacy of any person or the confidentiality of their personal information (including sensitive information);
- deceives and /or misleads or is likely to deceive and/or mislead any person;
- impersonates any person (including aqtiv and its representatives) or misrepresents the Business User's identity or affiliation with any person;
- involves compromising the security of any aqtiv computer systems or data storage systems;
- contains, provides or creates computer viruses, Trojan horses, disabling code, spy-ware or otherwise deliberately corrupts systems, facilities or data;
- involves the sending of junk mail, spam or unauthorised commercial electronic messages;
- alters or modifies the operation of the Service in any way;
- copies, modifies or creates a derivative work of, reverse engineers, decompiles, or otherwise attempts to extract the source code of any proprietary software used to provide, maintain or that is otherwise applicable to the Service; or
- involves the resale or resupply of the Service to any person without our prior written permission.

4. The Business User acknowledges and agrees that aqtiv may immediately suspend or terminate the Business User's access to the Service if the Business User is in breach of these Terms, or aqtiv

suspects on reasonable grounds that the Business User has breached these Terms or used the Service for any unacceptable purpose. Where aqtiv has suspended the Business User's access to the Service, aqtiv will only grant access to the Business User once aqtiv considers that the Business User will comply with these Terms.

5. The Business User agrees to notify aqtiv promptly, if the Business User suspects there is any unauthorised use of the Business User's account on the Service, or if the Business User suspects any other breach of security of the Service.

Suspension, availability and accuracy

1. aqtiv may refuse to register the Business User's account, where aqtiv is concerned with the accuracy of the information provided by the Business User, the identity of the Business User or similar and/or refuse to provide the Business User access to the Service, without giving reasons and without liability to the Business User. While aqtiv will take reasonable steps to ensure the availability and security of the Service, the Business User accepts that the Service provided by aqtiv is subject to third parties (for example, ISPs or telecommunication service providers) and events outside of aqtiv's reasonable control. In particular, aqtiv may at any time immediately suspend or withdraw access without notice and without giving reasons, where acts or omissions of third parties or such events adversely impact the Service.
2. aqtiv may temporarily suspend or indefinitely suspend the Business User's right to use or access all or any part of the Service, for maintenance, repair or upgrading of the Service, where there are technical difficulties or where aqtiv has reason to believe suspension of the Business User's use or access is necessary for an emergency or to comply with a law or discretion of a regulatory authority. aqtiv will endeavour to provide notice where aqtiv can, although in some cases this will be impractical.
3. aqtiv does not represent that the Service (or any software underpinning the Service) will be error, defect, "bug" or "virus" free, and the Business User should take ordinary and prudent steps to ensure the Business User's own online security and safety, including by using updated versions of industry standard virus protection software.
4. aqtiv does not represent that any information, news, or other content on the Service is accurate, reliable or correct. The Business User acknowledges and agrees that such content is provided on a "no reliance" basis. The Business User is responsible for verifying the

accuracy, reliability and correctness of such content that the Business User obtains through the Business User's use of the Service. aqtv provides the Service on an "as is" basis.

5. aqtv may, from time to time, conduct quality assurance tests on the status and accuracy of the Business User Information, for example in connection with verified accounts. aqtv reserves the right to immediately suspend or amend any account in connection with the results of such quality assurance tests.

Liability

1. aqtv is the provider of the Service which, in the case of the Premium Service, may include the facilitation of the services of a third party payment service provider. aqtv is not liable for any acts or omissions of any third party payment service provider, without limiting any other rights.
2. The Business User acknowledges that the internet is an inherently insecure communication medium, and the Business User uses the Service at the Business User's own risk. The Business User agrees that aqtv has no responsibility for any use, misuse, loss, corruption, interception or delay of information or data uploaded, downloaded, hosted or otherwise communicated via the Service other than where aqtv has breached these Terms. The Business User further acknowledges that it is responsible for keeping all usernames, passwords and other security-based information secure and private at all times.
3. Without limiting any other provisions of these Terms, aqtv will not in any way be liable to the Business User for any kind of loss or damage incurred as a result of any viruses or other malicious software that may affect the Business User while using the Service or for any loss of data, faults, failures or interruptions or the accuracy, timeliness, completeness, security or reliability of any communications (including, without limitation, any transactions) made using the Service.
4. Other than as set out in the express terms of these Terms and warranties, conditions, rights or guarantees implied by relevant legislation, including the Competition and Consumer Act 2010 (Cth), the exclusion of which from an agreement would contravene a statute or cause part or all of these Terms to be void ("Non-excludable Rights"), the Business User agrees that aqtv excludes all liability arising from any implied or express representations, terms, conditions

or warranties that would otherwise apply to the Business User's use of the Service.

5. Nothing in these Terms excludes, restricts or modifies any guarantee, warranty, term or condition, right or remedy implied or imposed by applicable law, which cannot be lawfully excluded, restricted or modified, including any Non-excludable Rights.
6. Except for liability in relation to breach of any Non-excludable Rights and liability under clause 11.7, aqtv's maximum aggregate liability to the Business User in contract, tort (including negligence), statute or otherwise, is limited to the higher of:
 - the total amount (if any) paid by the Business User to aqtv by way of Premium Service Fees during the 6 months before the first event giving rise to a liability occurred; or
 - one thousand Australian dollars (\$1,000.00).
7. To the maximum extent permitted by law, for breach of any Non-excludable Rights, aqtv's liability is limited, at aqtv's option to:
 - where the breach relates to goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired; or
 - where the breach relates to services, supplying those services again, or paying the cost (if any) of having those services supplied again.
8. To the maximum extent permitted by law, under no circumstances will aqtv be liable to the Business User or any third party whether in contract, tort (including negligence), in equity or under statute for any special, indirect, consequential, incidental or punitive damages, or for damages for loss of opportunity, profits, revenue or goodwill, regardless of whether or not such loss or damage was foreseeable and even if advised of the possibility of such loss.
9. The Business User indemnifies aqtv and its related bodies corporate, directors, officers, employees and agents from and against all actions, claims, suits, demands, damages, liabilities, costs or expenses, including reasonable legal fees, arising out of, or in any way connected to the Business User's use of the Service, any use of the Business User's Business Content or other information or content available by means of the Service, or the use of the Service by anyone using the Business User's device.

Termination

1. These Terms commence on the date on which the Business User registers for the Service and continue until terminated by the Business User or aqtiv under this clause 13.
2. The Business User may end its access to the Service (in whole) at any time by deleting its account. Ending the Business User's access in this way will end the Business User's ability to access the Service and the Business User will need to register again with aqtiv if the Business User changes its mind. The Business User may also end its access to the Service (in part), by removing the relevant activity, event, facility or other content. However, where the Business User has provided Business Content, the Business User acknowledges that copies of such Business Content may remain available through the Service where these Terms provide for copies or similar to be created.
3. Any data or personal information aqtiv has collected about the Business User or the Business User's use of the Service will be retained and destroyed in accordance with the Privacy Policy. In particular, aqtiv reserves the right to delete any information or data that relates to the Business User's account if the account has been deleted (and not merely inactive) for a period exceeding 30 days.
4. Notwithstanding anything in clauses 6 (Payment) and 11 (Suspension, availability and accuracy) of these Terms, aqtiv may immediately terminate the Business User's access to the Service where:
 - the Business User breaches any of these Terms;
 - the Business User has failed to pay the fees, charges or other amounts(if any) when due;
 - the Business User has failed to provide Business User Information in accordance with clause 3;
 - aqtiv has ceased to provide the Service, in whole or in part, where aqtiv is entitled to do so and the period of cessation exceeds 30 days;
 - aqtiv's business or contractual relationships with third parties require aqtiv to do so or those relationships have ceased, the result of which is that aqtiv is unable to continue to perform the Service; and/or
 - aqtiv considers, at aqtiv's sole discretion, that the Business User has done something that is detrimental to aqtiv's business interests or reputation or those of any of its third parties.
5. The Business User acknowledges that none of aqtiv, any of aqtiv's third parties or any other person will have any liability to the Business User for any reason whatsoever arising from any rightful termination of

the Business User's access to the Service. However, termination does not affect any liability that arose prior to the date of termination.

General

1. If any provision in these Terms is void or unenforceable, that provision will be read down to the extent necessary to make it valid and enforceable and to the extent that it cannot be so read down, will be severed from these Terms.
2. Any notices or communications should be sent by the Business User to aqtv at hello@aqtv.com.au.
3. If there is a contradiction or inconsistency between these Terms and any other notices, policies, communications or documents relating to the Service, these Terms will prevail to the extent of that contradiction or inconsistency, unless aqtv expressly agree otherwise in writing.
4. The Business User must not assign, transfer, sub-contract or otherwise dispose of any or all of its rights and/or obligations under these Terms. aqtv may assign, transfer, sub-contract, novate or otherwise dispose of any or all of its rights and/or obligations under these Terms without notice to the Business User.
5. These Terms are governed by the laws in force in New South Wales, Australia and the parties agree to be bound by the non-exclusive jurisdiction of the Courts of New South Wales, Australia.
6. aqtv may change these Terms at any time and will take reasonable steps to bring any material changes to the Business User's attention. The Business User will be bound by any amendment to these Terms, and should review these Terms from time to time. By continuing to use the Service after any amendment to these Terms, the Business User will be deemed to have accepted the amended Terms. If the Business User does not accept the amended Terms, it may terminate these Terms by written notice to aqtv.

Definitions

App has the meaning set out in clause 1.2.

Basic Service has the meaning set out in clause 1.3.

Business Content means content and materials that Business Users are permitted by aqtv to post on the Service. References in these Terms to "Business Content" do not include any Business User Information, which is treated separately to Business Content.

Business Member Account has the meaning set out in clause 3.6

Business User has the meaning set out in clause 1.2.

Business User Information has the meaning set out in clause 3.1.

End User means a member of a sporting organisation or individual user of aqktiv.

Intellectual Property Rights means all industrial and intellectual property rights of any kind including but not limited to copyright (including rights in computer software), trade mark, service mark, design, patent, trade secret, semiconductor or circuit layout rights, trade, business, domain or company names, rights in Confidential Information, know how or other proprietary rights (whether or not any of these are registered and including any application for registration) and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world.

Linked Sites has the meaning set out in clause 9.1.

Payment Services means a portal through which Business Users can collect payments from end users of the Service and which facilitates the easy and simple payment of amounts (such as subscription fees and venue hire fees) to the Business User by third party end users, described more fully in the Specifications.

Premium Service has the meaning set out in clause 1.4.

Premium Service Fee means the amount paid set out in the **fees** by the Business User to aqktiv monthly/annually for the Premium Service.

Service has the meaning set out in clause 1.2

Term has the meaning set out in clause 2.

Terms has the meaning set out in clause 1.2.

Website has the meaning set out in clause 1.2.