

CONGRUENT LABS

TERMS AND CONDITIONS (“CUSTOMER TERMS”)

This is a binding contractual agreement between you (“**the Customer**” or “**you**”) and Congruent Labs Pty Ltd ABN 92 617 606 112 (“**Congruent Labs**”, “**Congruent**”, “**us**”, “**our**”, or “**we**”).

By using the Services, paying for the Services, or otherwise continuing to instruct us, you agree to be bound by these terms and conditions, the Order and any Service Descriptions (**Agreement**).

These Customer Terms will apply to all the Customer's dealings with Congruent Labs, including being incorporated in all agreements, quotations or orders under which Congruent Labs is to provide services to the Customer however communicated (each an “**Order**”) together with any additional terms included in such Order (provided such additional terms are recorded in writing).

Please read these terms and conditions carefully and do not use the Services or the Software if you do not agree to them.

In the event of any inconsistency between these terms and conditions and an Order, these terms and conditions will prevail to the extent of such inconsistency. In the event of any inconsistency between an Order and a Service Description, the Service Description will prevail to the extent of the inconsistency.

1. TERM

This Agreement shall remain effective for an initial term as specified on an Order (“**Initial Term**”) and begins on the date you agree to be bound by this Agreement.

After the Initial Term, the Services will automatically renew as specified on the Order (“**Renewal Terms**”), unless either party provides notice of non-renewal at least 30 days before the current term expires.

For certain Services, the Service Descriptions may specify a different Initial Term or Renewal Terms.

You may provide notice of non-renewal for each Service you do not wish to renew at support@congruentlabs.co.

2. DEFINITIONS

In this Agreement, words and phrases have the meaning given to them when bolded and in brackets after the word or phrase is first used or where defined in clause 6.1 or as follows:

- (a) “**Services**” means our software-as-a-service offerings (which include any related hardware) and are offered by Congruent Labs or its subsidiaries, as set out in the Service Description;
- (b) “**Service Descriptions**”, means the document available at <https://screwnotes.com> which sets out the scope of the Services and may include service-specific additional terms; and
- (c) “**Software**” means the software product as described on our website, in a Service Description, or otherwise in our communications with you.
- (d) “**Term**” means the Initial Term and includes any Renewal Terms.

3. THE SERVICES

3.1 GENERAL

- (a) Congruent Labs must perform the Services in accordance with:
 - (i) all applicable laws and industry standards;
 - (ii) the Service Descriptions.

- (b) Unless otherwise agreed, the Company may, in its discretion:
 - (i) not commence work on any Services until the Customer has paid any fees or deposit payable in respect of such Services; and
 - (ii) withhold delivery of Services until the Customer has paid the invoice in respect of such Services.

3.2 LICENCE

Congruent Labs grants to the Customer a non-exclusive, non-transferable licence to use the Software for the Maximum Users during the Term. No more than the Maximum Users are permitted to have access to the Software.

3.3 LIMITATIONS

The Customer must not, and must not encourage or permit, any third party to, without the Company's prior written approval:

- (a) make copies of the Software;
- (b) adapt, modify or tamper in any way with the Software;
- (c) remove or alter any copyright, trade mark or other notice on or forming part of the Software;
- (d) create derivative works from or translate the Software;
- (e) publish or otherwise communicate the Software to the public, including by making it available online or sharing it with third parties;
- (f) sell, loan, transfer, sub-licence, hire or otherwise dispose of the Software to any third party;
- (g) decompile or reverse engineer the Software or any part of it, or otherwise attempt to derive its source code;
- (h) attempt to circumvent any technological protection mechanism or other security feature of the Software; or
- (i) permit any person other than Maximum Users to use or access the Software.

3.4 PROVIDE INFORMATION

The Customer must provide the Company with all documentation, information and assistance reasonably required for the Company to perform the Services and resolve any technical issues.

3.5 ACCESS TO CUSTOMER PREMISES & SYSTEMS

The Customer agrees to provide the Company with access (including login details and passwords) to any premises, online or offline systems and/or third party accounts used by the Customer as reasonably required by the Company to perform the Services and resolve any technical issues.

3.6 LINKS TO THIRD PARTY FEATURES

The Services may be linked to third party sites or applications ("**Third Party Services**").

We are not responsible for and do not endorse Third Party Services. You have sole discretion whether to purchase or connect to any Third Party Services and your use is governed solely by the terms and conditions of those Third Parties ("**Third Party Terms**").

Congruent Labs will not be liable for any loss or damage suffered by the Customer in connection with such Third Party Terms.

3.7 USE LEVELS

You agree to use the Services in accordance with the use levels by which we measure, price and offer our Services as posted on our websites, your Order, or the Service Descriptions.

3.8 CHANGES TO THE SERVICES

We reserve the right to enhance, upgrade, improve, or modify features of our Services as we deem appropriate and at our discretion. We will not materially reduce the core functionality (as set forth in the Service Descriptions) or discontinue any Services unless we provide you with prior written notice. We may offer additional functionality to our standard Services or premium feature improvements for an additional cost.

3.9 SUSPENSION OF SERVICES

If we reasonably determine that the security of our Services or infrastructure may be compromised due to hacking attempts, denial of service attacks, or other malicious activities, we may temporarily suspend the Services and we will take action to promptly resolve any security issues. We will notify you of any suspension or other action taken for security reasons.

3.10 SUPPORT

Technical support for the Services is described in the Service Descriptions.

4. OTHER OPTIONAL SERVICES

4.1 TRIAL PERIODS

If you are using the Services on a trial or promotional basis ("**Trial Period**"), your Trial Period and access to the Services will terminate:

- (a) at the end of the Trial Period stated in your Order; or
- (b) if no date is specified, 30 days after your initial access to the Services;
- (c) upon your conversion to a subscription.

We may modify or discontinue any trials or promotions at any time without notice.

4.2 BETA SERVICES

We may offer you access to beta services that are being provided prior to general release, but we do not make any guarantees that these services will be made generally available ("**Beta Services**").

You understand and agree that the Beta Services may contain bugs, errors, and other defects, and use of the Beta Services is at your sole risk.

You acknowledge that your use of Beta Services is on a voluntary and optional basis, and we have no obligation to provide technical support and may discontinue provision of Beta Services at any time at our sole discretion and without prior notice to you.

If you are using Beta Services, you agree to receive related correspondence and updates from us, and acknowledge that opting out may result in cancellation of your access to the Beta Services.

If you provide feedback about the Beta Service, you agree that we own any feedback that you share with us.

4.3 DIGITAL CURRENCY SERVICES

We will process digital currency transactions in accordance with instructions we receive from you ("**Digital Currency Services**").

You are responsible for verifying the accuracy of all transaction information prior to submitting instructions to us. We accept no responsibility for any loss or damages if you provide us with any wrong or false information, including but not limited to the incorrect address, destination tag, or similar, of the receiver.

We do not guarantee the identity of any user, receiver, requestee, or other party.

We may charge network fees to process digital currency transactions on your behalf. The network fee is calculated by us or a third party at its discretion and may change from time to time. We will notify you of the network fee at or before the time you authorise the digital

currency transaction. We reserve the right to refuse to process any order or transaction for any reason.

We may, in our absolute discretion, select digital currencies that we support, and this may change from time to time. We assume no responsibility or liability in connection with any attempt to use the Services to store, send, request, or receive digital currencies in any form that we do not support. We may, at our discretion, discontinue support for a digital currency within our Services. We do not issue financial products or provide financial services in relation to our Digital Currency Services. We do not provide remittance services.

5. PRICE AND PAYMENTS

5.1 FEES

- (a) In consideration for the Company providing the Services, the Customer must pay to the Company fees in the amounts and at the times set out in the Order or as otherwise agreed in writing.
- (b) The Customer must continue to pay the fees until the Customer otherwise notifies the Company of its intention to stop the Services.
- (c) You acknowledge and agree that you are responsible for all fees to third parties that you use in order to access the Services, including data transmission providers.
- (d) In all cases, you will pay the amounts due under this Agreement to us in full without any right of set-off or deduction.

5.2 STEPS WE MAY TAKE

- (a) You agree that we may take steps to verify whether your payment method is valid, charge your payment card or bill you for all amounts due for your use of the Services, and automatically update your payment card information using software designed to do so in the event your payment card on file is no longer valid.
- (b) You agree that your credit card information and related personal data may be provided to third parties for payment processing and fraud prevention purposes.

5.3 TIME FOR PAYMENT

Unless otherwise agreed in the Service Description:

- (a) if the Company issues an invoice to the Customer, payment must be made by the time(s) specified on such invoice; and
- (b) in all other circumstances, the Customer must pay for all goods and services within 14 days of receiving an invoice for amounts payable.

5.4 EXPENSES

Unless otherwise agreed, any third-party costs incurred by the Company in the course of performing the Services may be billed to the Customer.

5.5 TAXES

In relation to any GST payable for a taxable supply by the Company, the Customer must pay the GST subject to the Company providing a tax invoice.

You are responsible for all applicable sales, services, value-added, goods and services, withholding, tariffs, Universal Services Fund (USF) fees and similar taxes (collectively, "**Taxes**") imposed by any government entity or collecting agency based on the Services, except those Taxes based on our net income, or Taxes for which you have provided an exemption certificate.

If you do not satisfy your Tax obligations, you agree that you will be required to reimburse us for any Taxes paid on your behalf, and we may take steps to collect Taxes we have paid on your behalf.

5.6 CARD SURCHARGES

Congruent Labs reserves the right to charge credit card surcharges in the event payments are made using a credit, debit or charge card (including Visa, MasterCard, American Express or Diners Club).

6. INTELLECTUAL PROPERTY

6.1 DEFINITIONS

- (a) **“Existing Material”** means Material, other than New Material, and includes the Software;
- (b) **“Content”** means all electronic data or information entered by the Customer into the Software;
- (c) **“Material”** means tangible and intangible information, documents, reports, software (including source and object code), inventions, data and other materials in any media whatsoever.
- (d) **“Maximum Users”** means the maximum number of instances you may install of the Software, as set out in the Service Description;
- (e) **“New Material”** means Material that is created, written, developed and otherwise brought into existence by or on behalf of the Customer in the course of providing the Services; and
- (f) **“Intellectual Property Rights”** means all copyright, trade mark, design, patent, semiconductor and circuit layout rights, trade, business, company and domain names, confidential and other proprietary rights, and any other rights to registration of such rights whether created before or after the date of this agreement both in Australia and throughout the world.

6.2 NEW MATERIAL

Intellectual Property Rights in the Existing Material and any New Material are immediately assigned to and vest in the Company as those rights are created.

6.3 EXISTING MATERIAL

Congruent Labs retains ownership of Intellectual Property Rights in Existing Material and nothing in this agreement transfers ownership or assigns any Intellectual Property Rights in Existing Material to any other party.

6.4 LICENCE TO CUSTOMER

Congruent Labs grants to the Customer a revocable, non-transferable, worldwide and royalty-free licence to use the Company's Intellectual Property Rights for the purpose of the Services during the Term.

6.5 LICENCE TO COMPANY

The Customer grants to the Company an unlimited, perpetual, irrevocable, non-transferable, worldwide and royalty-free licence to the Customer's Content, and to the extent incorporated in any New Material, the Customer's Existing Material.

6.6 IP REGISTRATION AND BRANDING

You agree that you will not use or register and trademark, service mark, business name, domain name or social media account name or handle which incorporates in whole or in part the Congruent Labs logo or any of its product logos including Screw Notes, Signata, and IronSign.

You agree to comply with our branding guidelines, which will be provided upon request by contacting us at support@congruentlabs.co.

7. CONFIDENTIALITY AND SECURITY BREACHES

Except as contemplated by this agreement or a Service Description, a party must not and must not permit any of its officers, employees, agents, contractors or related companies to use or to disclose to any person any Confidential Information disclosed to it by the other party without its prior written consent.

This clause does not apply to:

- (a) information which is generally available to the public (other than as a result of a breach of these terms or another obligation of confidence);
- (b) information required to be disclosed by any law; or
- (c) information disclosed by the Company to its subcontractors, employees or agents for the purposes of performing the Services or its obligations under this agreement.

In this Agreement, “**Confidential Information**” means information of or provided by a party that is by its nature confidential information, is designated by that party as confidential, or that the other party knows or ought to know is confidential, but does not include information which is or becomes, without a breach of confidentiality, public knowledge.

Congruent Labs will notify the Customer promptly after the Company learns of any potential, actual or suspected loss, misappropriation or unauthorised access to, or disclosure or use of Confidential Information or other compromise of the security, confidentiality, or integrity of Confidential Information or Personal Information (collectively, “**Security Breaches**”).

Congruent Labs will promptly investigate each potential, actual or suspected Security Breach and assist the Customer and its personnel in connection with any investigation that the Customer may desire to conduct with respect to the Security Breach.

Congruent Labs will take all steps requested by the Customer to limit, stop or otherwise remedy any potential, actual or suspected Security Breach.

8. LIABILITY

8.1 WARRANTY

We represent and warrant that the Services will comply with the Service Descriptions when used by you with due care and skill.

All other express or implied representations and warranties are, to the maximum extent permitted by applicable law, excluded. Where any law (including the *Competition and Consumer Act 2010* (Cth)) implies a condition, warranty or guarantee into this Agreement which may not lawfully be excluded, then to the maximum extent permitted by applicable law, the Company's liability for breach of that non-excludable condition, warranty or guarantee will, at the Company's option, be limited to:

- (a) in the case of goods, their replacement or the supply of equivalent goods or their repair; and
- (b) in the case of services, the supply of the services again, or the payment of the cost of having them supplied again.

8.2 LIMITATION OF LIABILITY

- (a) (**Liability**) To the maximum extent permitted by applicable law, the Company excludes completely all liability to any person for loss or damage of any kind, however arising whether in contract, tort (including negligence), statute, equity, indemnity or otherwise, arising from or relating in any way to these Terms or any goods or services provided by the Company.
- (b) (**Indemnity**) The Customer agrees to indemnify the Company and its employees and agents in respect of all liability for loss, damage or injury which may be suffered by any person arising from the Customer or the Customer's representative use of any Services.

- (c) **(Consequential loss)** To the maximum extent permitted by law, under no circumstances will the Company be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue arising under or in connection with this agreement or any goods or services provided by the Company (except to the extent this liability cannot be excluded under the *Competition and Consumer Act 2010* (Cth)).

9. DISPUTES

- (a) The parties must, without delay and in good faith, attempt to resolve any dispute which arises out of or in connection with this agreement prior to commencing any proceedings.
- (b) If a party requires resolution of a dispute it must immediately submit full details of the dispute to the chief executive officer of the other party.
- (c) The parties acknowledge and agree that compliance with this clause 9 is a condition precedent to any entitlement to claim relief or remedy, whether by way of proceedings in a court of law or otherwise in respect of such disputes, except:
 - (i) in the case of applications for urgent interlocutory relief; or
 - (ii) a breach by another party of this clause 9.

10. TERMINATION

10.1 TERMINATION FOR CAUSE

Either party may terminate these terms or any Service Description or Order in whole or in part immediately by written notice to the other party if:

- (a) the other party materially breaches any term of this Agreement; or
- (b) the other party becomes subject to any form of insolvency or bankruptcy administration.

10.2 EFFECT OF TERMINATION

If the Agreement or any Services are terminated, your account may be terminated or converted to a “free” or “basic” version of the Service, if available, in our absolute discretion.

If we discontinue Services or materially reduce the core functionality, the related Order will be terminated and we will provide you with a pro rata refund of any prepaid, unused fees.

Upon request on termination, we will provide you with limited access to the Services for a period not to exceed 30 days, solely to enable you to retrieve your Content from the Services.

We have no obligation to maintain your Content after the time frame we allow you on termination, and all such Content will be permanently deleted.

Termination will not limit or otherwise affect any claim arising prior to the termination date.

You agree to pay for any use of the Services past the date of expiration or termination which have not been converted to a free version of the Service.

10.3 SURVIVAL

The provisions of this Agreement which by their nature ought reasonably to survive expiry or termination of this Agreement shall survive such expiry or termination.

11. NOTICES

A notice or other communication to a party under this agreement must be:

- (a) in writing and in English; and
- (b) addressed to that party to:

- (i) the postal address of that party; or
- (ii) the email address of that party that has been regularly used by the parties to correspond during the term of this agreement (unless such email address is known to be inactive by the party giving notice).

A notice must be given by one of the methods set out in the table below and is regarded as given and received at the time set out in the table below.

Method	When Notice is regarded as given and received
By hand	On delivery
By pre paid post in the same country	On the third business day after the date of posting
By pre paid post in another country	On the fifth business day after the date of posting by airmail
By email to the nominated email address	Unless the party sending the email knows or reasonably ought to suspect that the email and the attached communication were not delivered to the addressee's domain specified in the email address, 24 hours after the email was sent.

12. GENERAL

- (a) **(Governing law)** This agreement is governed by the law applying in Victoria, Australia.
- (b) **(Jurisdiction)** Each party irrevocably submits to the exclusive jurisdiction of the courts of Victoria, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this agreement. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.
- (c) **(Amendments)** This agreement may only be amended by the Company in accordance with the agreement.
- (d) **(Waiver)** No party to this agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.
- (e) **(Further acts)** Each party must promptly do all further acts and execute and deliver all further documents required by law or reasonably requested by another party to give effect to this agreement.
- (f) **(Assignment)** A party cannot assign, novate or otherwise transfer any of its rights or obligations under this agreement without the prior written consent of the other party.
- (g) **(Entire Agreement)** This agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of the agreement.
- (h) **(Interpretation)** In this agreement, the following rules of interpretation apply:
 - (i) **(singular and plural)** words in the singular includes the plural (and vice versa);
 - (ii) **(gender)** words indicating a gender includes the corresponding words of any other gender;
 - (iii) **(defined terms)** if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

- (iv) (**person**) a reference to "**person**" or "**you**" includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
- (v) (**party**) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (vi) (**this agreement**) a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of this agreement, and a reference to this agreement includes all schedules, exhibits, attachments and annexures to it;
- (vii) (**document**) a reference to a document (including this agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (viii) (**headings**) headings and words in bold type are for convenience only and do not affect interpretation;
- (ix) (**includes**) the word "**includes**" and similar words in any form is not a word of limitation; and
- (x) (**adverse interpretation**) no provision of this agreement will be interpreted adversely to a party because that party was responsible for the preparation of this agreement or that provision.