

BONDLE TERMS OF SERVICE

1. APPLICATION OF TERMS

1. These Bondle Terms of Service (“**Terms of Service**”) form part of an agreement entered into between Bondle an Australian Corporation, having its registered office at Unit 505, 45 Honeysett View, Kingston, ACT 2604 Australia (below).
2. IF THE INDIVIDUAL ENTERING INTO THE AGREEMENT IS DOING SO ON BEHALF OF AN ENTITY, THE IN HE OR SHE HAS THE LEGAL AUTHORITY TO BIND THAT ENTITY TO THIS AGREEMENT, AND THAT, BY AGR ENTITY’S BEHALF, THAT ENTITY IS BOUND BY THIS AGREEMENT.
3. By checking the “I Accept the Bondle Terms of Service” as part of the online signup process, submitting a signed and using the Services (including by downloading the App) the Customer consents to be bound this Agreement
4. IF THE CUSTOMER DOES NOT AGREE TO THE TERMS OF THE AGREEMENT, THE CUSTOMER IS NOT A SERVICES AND MUST IMMEDIATELY STOP DOING SO.
5. Currently, all data is stored on Australian servers. As such, we recommend the Services to be used by Customers regulatory restrictions on the storage of your data. Bondle accepts no liability for use of the Services by Users located outside these territories

2. DEFINITIONS AND INTERPRETATION

1. Definitions.

1. “Agreement” means these Terms of Service, the applicable Plan, any Order Form, any Documentation and any additional policies or materials available on the Website that are specifically incorporated by reference.
2. “App” means the mobile apps, website app and other application software made available by Bondle and designed to enable the Customer to access the Services.
3. “Content” means the data, content and information made available to the Customer by Bondle (and its licensors) as part of the Services, but excluding
4. Customer Data.
5. “Customer” means the person entering into this Agreement as described under Section 1.1, and, if Section 1.2 applies, the person (e.g. company) on whose behalf that person is acting.
6. “Customer Data” means any data, content, and information (including personal information) owned, held, used or created by or on behalf of the Customer that is transmitted or stored using, or inputted into, the Services.
7. “Documentation” means any supporting or technical documentation (in printed or electronic form) provided by Bondle in conjunction with the Services
8. and designed to enable the Customer to use the Services and includes any update of that documentation.
9. “Bondle Technology” means all or any part of Bondle’s’ proprietary technology, including the Services, the App, the Website, Content, Documentation, and related software (in source and object form), software tools, scripts, parses, hardware, algorithms, products, processes, user interfaces, objects, know how, techniques, designs, trade secrets and any related Intellectual Property Rights throughout the world (whether owned by Bondle or licensed to Bondle from a third party), and also including any derivatives, improvements, enhancements or extensions of any of the foregoing.
10. “Fees” means the fees for the Services for the applicable Plan, as set out on the Website at www.bondle.app.
11. “Force Majeure Event” has the meaning given in Section 18(i).
12. “Intellectual Property Rights” mean unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world
13. “Order Form(s)” means a purchase order or other written request by Customer for the Services, whether submitted through the online signup process on the Website or mutually agreed to in writing by Bondle and Customer and accepted by Bondle.

14. "Personal Information" means information about an identified individual or an individual who is reasonably identifiable.
15. "Plan" means the subscription plan selected by Customer during the online sign-up process or specified in an Order Form, and as further detailed on the Website at www.bondle.app;
16. "Services" mean the hosted data integration, aggregation and reporting capabilities specified in the Plan selected by the Customer or the applicable Order Form, as may be described in more detail on the Website
17. "User" means a person Customer authorizes to use the Services in accordance with Section 7(b).
18. "User License" has the meaning given in Section 7(b).
19. "Website" means the internet site at www.bondle.app, or such other site notified to Customer by Bondle.

2. Interpretation. in this Agreement:

1. section and other headings are for ease of reference only and do not affect its interpretation;
2. words in the singular include the plural and vice versa.
3. a reference to a party includes that party's permitted assigns;
4. a reference to a party's personnel includes that party's officers, employees, contractors, and agents, but a reference to Customer's personnel does not include Bondle;
5. including and similar words do not imply any limit; and
6. a reference to a statute or laws includes regulations, orders, notices, and mandatory codes made under or in connection with that statute or law, and all amendments, replacements or other changes to any of them.

3. PURPOSE

1. Purpose. While the Services have been designed to enable Customer and its Users to upload, edit, share and track Customer Data, including to enable Customer and its Users to enter into agreements directly with other Bondle users, Bondle is not a provider of audit, financial or legal services, or regulated services of any kind. Customer is solely responsible for ensuring that Customer meets any statutory or other legal obligations it may have and that Customer's use of the Services will meet its needs, including that any agreement entered into complies with any legal formalities for validity and enforcement.
2. Electronic Assent. Subject to Section 3.1, Customer's use of the Services includes the ability to enter into agreements and make purchases electronically. Customer therefore acknowledges that, to the extent permitted at law, electronic assent constitutes formal acceptance of the agreement for each electronic purchase or transaction entered into by customer.

4. TRIAL ACCOUNTS

1. Restrictions on Use. If Customer is granted a free evaluation or trial account for any period of time ("Evaluation Period"), Customer may access and use the Services during any such Evaluation Period, subject to the terms of this Agreement, and for the limited purpose of evaluating whether Customer wishes to purchase the Services on a non-evaluation basis. Customer may not use the Services during the Evaluation Period for any other purposes, including but not limited to competitive analysis, benchmarking, commercial, professional, or for-profit purposes. Evaluation Periods are offered only on a per Customer basis and shall not be offered or available for multiple Users of a single Customer.
2. No Fees. No Fees are payable for the right to access and use the Services during the Evaluation Period.
3. As Is Basis. The Services are provided on an as is basis, and, despite any other provision in this Agreement, all conditions, warranties, guarantees and indemnities in relation to the Services are excluded by Bondle to the maximum extent permitted by law.
4. Duration. Unless otherwise specified by Bondle, Evaluation Periods shall expire fourteen (14) days after the date on which the Evaluation Period is activated, and Customer is granted access to the Services.
5. Termination. Bondle may terminate any Evaluation Period upon notice to Customer at any time without liability of any kind.
6. Use of Services Following Termination or Expiry. Customer's rights to access and use the Services for free will end at the end of the Evaluation Period. Customer must purchase rights to access and use the Services under a paid Plan if Customer wishes to access and use the Services following termination or expiry of an Evaluation Period.

7. No Obligation. Nothing in this Agreement requires: i) Customer, on termination or expiry of the Evaluation Period, to purchase access and use of the Services or any other service provided by Bondle; or ii) Bondle, on termination or expiry of the Evaluation Period, to provide Customer with access and use of the Services or any other service, unless Customer has purchased rights to access and use the Services under a paid Plan.
8. Remaining Terms. Except as varied in this Section 4, this Agreement applies to the Customer's access and use of the Services.

5. ACCESS RIGHTS AND RESTRICTIONS; ACCEPTABLE USE POLIC

1. Right to Access and Use Services. Subject to the terms and conditions of this Agreement, Bondle hereby grants Customer a non-exclusive, non-sublicensable, non-transferable, worldwide right to use the Services, solely for Customer's own internal business purposes. All rights not expressly granted to Customer are reserved by Bondle and its licensors, as applicable.
2. Access Restrictions. Customer shall not, and shall not allow any other person (including its Users) to:
 - a. decompile, disassemble, or otherwise reverse engineer the Bondle Technology, or reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the Bondle Technology, except to the extent expressly permitted at law which cannot be excluded or modified by this Agreement;
 - b. distribute, sell, sublicense, transfer, rent, lease or use the Bondle Technology (or any portion thereof) for time sharing, hosting, service provider or like purposes, except as expressly permitted under this Agreement;
 - c. remove any trade marks, product identification, proprietary, copyright or other notices contained in or used in connection with the Bondle Technology;
 - d. modify any part of the Bondle Technology, create a derivative work of any part of the Bondle Technology or incorporate the Bondle Technology into or with other software, except to the extent expressly authorized in this Agreement or otherwise in writing by Bondle; or
 - e. access the Website and the Services via any method other than via standard web browsers. Other methods include scraping, deep-linking, harvesting, data mining, use of a robot or spider, automation, or any similar data gathering, extraction or monitoring method.
3. Acceptable Use Policy: This Acceptable Use Policy ("AUP") is intended to protect the Services, employees and customers of Bondle, and the Internet community as a whole, from improper, inappropriate, abusive or illegal activity. When using the Services, Customer is required to comply with this AUP at all times. Customer acknowledges and agrees that it will be responsible for violations of this AUP, including any violation by Customer's Users.
 - a. Customer will not use the Bondle Technology or any data or information that is accessed or delivered through or derived therefrom to take any action, or assist others in taking any action that:
 - i. infringes any copyright, trademark, trade secret, patent or other intellectual property right;
 - ii. constitutes a threat made against, or is potentially harmful or harassing to, any person or organization;
 - iii. violates any applicable laws including export control laws or regulations;
 - iv. is obscene, pornographic, indecent, or defamatory;
 - v. constitutes an attempt to deceive or defraud others;
 - vi. constitutes unauthorized or unsolicited transmission of advertising, junk or bulk email, or other form of unauthorized solicitation or spam;
 - vii. sends or stores material containing software viruses, worms, Trojan horses or other harmful computer code files, scripts, agents or programs; or
 - viii. interferes with or disrupts the integrity, security or performance of the Services or data contained therein.
 - b. Customer must not, and must not permit any other person to, place an unreasonable burden on, or transmit an unreasonably large volume of Customer Data using, the Services.
 - c. Customer must perform any obligations (including contractual obligations) that it owes to any other Bondle user in connection with Customer's use of the Services.
 - d. Bondle reserves the right to immediately deny access to the Services and/or terminate this Agreement in the

- event Customer violates any of the restrictions or policies set forth in this Section 5.
- e. Bondle reserves the right to cooperate with appropriate law enforcement and other governmental agencies and other parties involved in investigating claims of illegal or inappropriate activity, and shall have no liability to Customer or any third party for any actions taken in connection with such cooperation.
 - f. Customer and its Users must provide reasonable assistance to Bondle and appropriate law enforcement and other governmental agencies and other parties in any such investigations as needed.
4. **Additional Restrictions.** Customer may not access the Services for purposes of monitoring the Services' availability, performance or functionality, or for any other benchmarking or competitive purpose. Customer may not publicly disseminate performance information or analysis (including, without limitation, benchmarks) unless Bondle provides prior written consent. Direct competitors of Bondle may only access or use the Services upon the prior written consent of Bondle.
 5. **Users.** Customer must ensure that its personnel, including Users, are aware of and comply with obligations equivalent to the obligations of the Customer under this Agreement. A breach of those obligations by the Customer's personnel or its Users is deemed to be a breach of this Agreement by the Customer.

6. APPS

1. Customer acknowledges that the installation, access and use of the App is:
 - a. in the case of an iOS App (i.e. an App for use with iPhones, iPads and other Apple devices) made available via the Apple App Store:
 - i. licensed to the App user on the terms set out in Apple's standard licensed application end user licence agreement (available at <http://www.apple.com/legal/internet-services/itunes/us/terms.html>);
 - ii. despite anything else in this Agreement, limited as set out in the usage rules in Apple's App Store Terms of Service (available at <http://www.apple.com/legal/internet-services/itunes/us/terms.html>);
 - iii. and governed by an agreement (as above) concluded between Bondle and the App user only, and not with Apple; and
 - b. in the case of an App for Android devices made available via Google Play, additionally subject to the Google Play Terms of Service (available at <https://www.google.com/mobile/android/market-tos.html>).
2. Bondle, not Apple or Google, is solely responsible for the App and the content of the App, and for addressing any claims by the App user or any third party relating to the App or the App user's possession and/or use of the App, including, but not limited to:
 - a. product liability claims;
 - b. any claim that the App fails to conform to any applicable legal or regulatory requirement;
 - c. claims arising under consumer protection or similar legislation; and
 - d. investigation, defense, settlement and discharge of any third party claim that the App or the App user's possession and use of the App infringes that third party's Intellectual Property Rights.
3. Questions, complaints or claims with respect to the App should be directed to: Bondle Australia Pty. Ltd. Unit 505, 45 Honeysett View Kingston, ACT 2604, Australia or support@bondle.app

7. SERVICES

1. **General.** Bondle shall provide only those Services that are set out in the applicable Plan or Order Form. Unless amended in accordance with this Agreement, modification or customization of the Services for Customer is not contemplated by this Agreement. The Services are provided to Customer on a non-exclusive basis. Nothing in this Agreement prevents Bondle from providing services the same as or similar to the Services to any other person.
2. **User Licenses.** Customer may request that any member of its personnel be an authorized user of the Services, provided Customer complies with any User License restrictions set out in the applicable Plan. Bondle will grant Customer access to the Services by providing Customer's User(s) with the requisite log-in credentials and passwords
 - a. ("User Licenses"). Customer must provide Bondle with any requested User information. Once Bondle has provided that person with a User License, that person is authorized to access and use the Services in accordance with this Agreement. For each such User License, one User shall be granted access to the Services,

and User Licenses may not be shared or used by more than one unique User.

3. Upgrade of Plans. Customer may request an upgrade of its Plan by completing the online process on the Website or submitting a subsequent Order Form. On acceptance by Bondle, the new Plan will be deemed to be the Plan under this Agreement. The fees for the new Plan will be the then current fees set out on the Website at [www.bondle.app] and deemed to be the Fees under this Agreement. The new Plan will take effect as soon as practical following Bondle's acceptance of the request.
4. Bondle will use reasonable efforts to ensure the Services are available on a 24/7 basis. However, it is possible that on occasion the Services may be unavailable to permit maintenance or other development activity to take place, or in the event of a Force Majeure Event. Bondle will use reasonable efforts to notify Customer in advance of details of any planned unavailability.
5. Third party features and sites.
6. Through the use of web services and APIs, the Services interoperate with a range of third-party service features. Bondle does not make any warranty or representation on the availability of those features. Without limiting the previous sentence, if a third-party feature provider ceases to provide that feature or ceases to make that feature available on reasonable terms, Bondle may cease to make available that feature to Customer. To avoid doubt, if Bondle exercises its right to cease the availability of a third-party feature, Customer is not entitled to any refund, discount or other compensation.
7. Customer acknowledges that the Services may link to third party websites or feeds that are connected or relevant to the Services. Any link from the Services does not imply on the part of Bondle any endorsement, approval, or recommendation of, or responsibility for, those websites or feeds or their content or operators. To the maximum extent permitted by law, Bondle excludes all responsibility or liability for those websites or feeds.

8. CUSTOMER RESPONSIBILITIES

1. Customer Warranty. Customer represents and warrants that (i) it has the full corporate right, power and authority to enter into this Agreement, (ii) the execution of this Agreement and the performance of its obligations and duties hereunder do not and will not violate any agreement to which it is a party or by which it is bound, and (iii) Customer has not falsely identified itself, nor provided any false information to gain access to the Services.
2. Compliance with Law. In connection with the subject matter of this Agreement, Customer agrees to comply with all applicable local, state, federal, and, as applicable to Customer, foreign laws, treaties and regulations.
3. Passwords; Account Activities. Upon registration, Customer will create one or more passwords and/or log-in credentials in order to access the Services, and it shall be Customer's responsibility to keep all such passwords and/or log-in credentials protected and confidential. Customer is solely responsible and liable for any and all activities, whether authorized by Customer or not, that occur under Customer's User accounts, including activities resulting from any failure by Customer to maintain the confidentiality of such passwords and/or log-in credentials.
4. Notification. shall (i) notify Bondle immediately of any unauthorized use of any password, User account or any other known or suspected breach of security,
5. and (ii) use reasonable efforts to immediately stop any unauthorized copying or distribution of Bondle Technology that is known or suspected by Customer or Customer's Users.
6. Third party data feed.
 - a. The Services may enable data feeds to be obtained from certain third-party services. Bondle may require Customer's login and password access for those third-party services for this purpose.
 - b. Customer:
 - i. must ensure that Customer is entitled to provide Bondle with the rights and permissions set out in this Section 8, without any fees being payable by Bondle;
 - ii. authorizes Bondle to access Customer's account with the third-party service using the information provided by Customer, and to access and retrieve any data or information

held in Customer's account on an ongoing basis, unless and until Customer disables the data feed;

- iii. acknowledges that Bondle will be unable to access Customer's account or obtain the data feed unless Customer's login and password information is complete, accurate and current;
 - iv. may disable data feed on giving Bondle reasonable notice or via any process provided by the relevant third-party service provider; and
 - v. acknowledges that in accessing and retrieving information from third party services under this Section 8, Bondle is acting as Customer's agent and not as the agent of any third-party service provider.
7. Interactions with other Bondle users.
- a. Customer acknowledges that any interaction between Customer and any other Bondle user, including any contractual relationship entered into using the Services, is a matter directly between Customer and that other user. Bondle is not a party to that interaction or that contractual relationship. Bondle does not undertake to monitor or verify in any way Bondle users or customer data transmitted or stored using or inputted into the Services, including to verify the accuracy or suitability of any customer data, or the suitability of any person for any purpose.
 - b. Customer must use all reasonable attempts to resolve disputes with any other Bondle user directly with that other user.

10. CUSTOMER DATA

1. **Customer Data.** Bondle does not own and shall not be responsible for Customer Data. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use all Customer Data. Bondle shall not be responsible or liable for the usage of Customer Data in relating to the delivery of Services under this Agreement, and Bondle reserves the right to update or revise its general policies and procedures related to handling of Customer Data under this Agreement.
2. **Personal Information.** Customer acknowledges and agrees that to the extent Customer Data contains Personal Information, in collecting, using, holding and processing that information through the Services, Bondle is acting as Customer's agent for the purposes of applicable privacy laws. Customer must obtain all necessary consents from the relevant individual to enable Bondle to collect, use, hold and process that information in accordance with this Agreement.
3. Customer acknowledges that Bondle may require access to the Customer Data to exercise its rights and perform its obligations under this Agreement, and that (subject to Section 13) Bondle may authorise a member or members of its personnel to access the Customer Data for this purpose. Customer must arrange all consent and approvals that are necessary for Bondle to access the Customer Data as described in this Section 9(a).
4. **Back-ups.** Bondle takes standard industry measures to back up all Customer data stored using the Services, but Customer must keep separate back-up copies of all Customer Data uploaded by Customer into the Services.
5. **Storage.** Customer acknowledges and agrees that Bondle may store Customer Data (including any Personal Information) in a selected location as follows:
 - a. Where Bondle offers Customer a choice of location, Bondle will store Customer Data in the selected location.
 - b. Where Section 9(e)(i) does not apply, Bondle will store Customer Data in a location automatically selected by Bondle based on Customer's stated location. Bondle currently stores Customer Data in secure servers of its trusted service providers in Australia.
6. While Bondle takes reasonable steps to ensure that any Personal Information transferred to a location outside Customer's stated location is given a comparable level of legal protection to that in the

Customer's stated location, Customer must ensure that its use of the Services (including the transfer of any Personal Information internationally or domestically) complies with all privacy laws applicable to Customer's location and operations.

7. **Third Party Service Providers.** Bondle relies on third party service providers (including Amazon Web Services in Australia) who may store Personal Information in different locations. Those third-party service providers collect, use, disclose and protect data (including Personal Information) in accordance with the terms of their own data protection and privacy policies. Customer acknowledges and agrees that it must review any such third party's data protection and privacy policy and satisfy itself that those policies meet Customer's requirements. Amazon Web Services' data protection and privacy policies can be located at <https://aws.amazon.com/compliance/>.

11. COOKIES AND MONITORING USAGE

1. Bondle collects technical information whenever Bondle users use the Website or the Services, including information about the way users use and interact with the Website and the Services and metadata connected with Customer Data. Bondle uses industry standard tracking technologies to collect this information including cookies and other means. Cookies are alphanumeric identifiers that are transferred to the user's computer hard drive to enable Bondle' systems to recognise the user's browser. Users can disable cookies (and other means) by changing the settings on the user's browser. However, on disabling cookies (or other means), the user may not be able to use all the functions of the Website and the Services.
2. Bondle uses the technical information it collects to have a better understanding of the way users use the Website and Services, and to monitor, maintain and improve the Website and Services.

12. OWNERSHIP

1. **Bondle Property.** Except for the rights expressly granted in this Agreement, Bondle (and its suppliers or licensors, where applicable) does not transfer to Customer any Bondle Technology, and all right, title and interest, including without limitation, all patents, copyright, trademark, trade secret and other intellectual property rights, in and to Bondle Technology (or any underlying technology or content) is and will remain solely with Bondle. Customer acknowledges that it is obtaining only limited rights of access to the Services in accordance with this Agreement and that irrespective of any use of the words "purchase", "sale", or like terms hereunder, no ownership rights are being conveyed to Customer under this Agreement or otherwise. The Bondle name, logo, Bondle and product names associated with the Services are trademarks of Bondle or its affiliates, and no right or license is granted to Customer to use the foregoing.
2. In the event Customer elects, in connection with the Bondle Technology, to communicate to Bondle suggestions for improvement, ideas, enhancement requests, feedback, recommendations ("Feedback"), Bondle shall own all right, title and interest in and to the same, and Bondle shall be entitled to use the Feedback without restriction. Customer hereby irrevocably assigns all right, title and interest in and to the Feedback to Bondle and agrees to provide Bondle such assistance as Bondle may require to document, perfect and maintain Bondle' rights to the Feedback.
3. **Customer Property.** Except for the rights expressly granted in this Agreement, Customer does not transfer any right, title and interest in and to Customer Data to Bondle, and ownership of all of the same is and shall remain solely with Customer.
4. **Statistical Information.** Customer hereby acknowledges and agrees that Bondle may monitor Customer's use of the Services in order to (i) compile statistical and performance information related to the provision and operation of the Services and (ii) perform data aggregation of Customer Data to form anonymous statistical data sets or analyses ("**Statistical Information**"). Notwithstanding anything else in this Agreement or otherwise, Customer expressly grants Bondle the right to use Statistical Information or make Statistical Information publicly available (including for sales and marketing purposes), provided that any such Statistical Information does not incorporate any identifiable Customer Data or otherwise disclose any Confidential Information belonging to Customer. Bondle shall retain all right, title and interest, including but not limited to any applicable intellectual property rights, in Statistical Information.

13. FEES AND BILLING

1. In consideration for the provision of Services to Customer, Customer must pay all Fees due as set forth in the applicable Plan, without off-set or deduction of any kind. Unless otherwise agreed to by Bondle, all Fees will be billed in US dollars (USD), unless otherwise specified in the Plan. Fees are exclusive of all applicable taxes, which may be billed to the Customer in addition to the Fees. Customer shall be responsible for all taxes, withholdings, duties, and levies arising with the Services other than taxes based on Bondle' net income. Unless otherwise specified in this Agreement, all Fees are non-cancellable, and all amounts paid are non-refundable. Bondle reserves the right to modify the Fees or introduce new charges at any time, upon no less than thirty (30) days prior notice to Customer as required by Section 12(b) below. For the avoidance of doubt, all pricing terms are considered Confidential Information and shall be subject to the terms of Section 13.
2. Unless otherwise specified in an applicable Plan or Order Form, Bondle will invoice Customer for the applicable Fees per month, in advance of the provision of the Services, and payment of such Fees will be due immediately upon invoice. Late payments hereunder shall be subject to a penalty of 1.5% per month (or the maximum rate permitted by law, whichever is lower) on all delinquent amounts. If Bondle must initiate a collections process to recover Fees due and payable hereunder, Customer shall be responsible for all costs associated with such collection efforts.
3. Billing Information. Customer must provide Bondle with all required billing information as a condition to signing up for the Services. This information shall include: (i) a valid credit card or approved purchase order information, (ii) Customer's registered name, (iii) Customer's billing address, and (iv) Customer's authorized billing contact, including the name, telephone number and email address of such contact. Customer is responsible for keeping all billing information and other account information complete and up to date. If the billing information is incomplete, false or fraudulent, Bondle reserves the right to terminate access to the Services immediately on notice.

14. CONFIDENTIAL INFORMATION

1. **Treatment of Confidential Information.** Each party acknowledges that it will have access to certain information of the other party concerning the other party's business, business plans, customers, strategies, trade secrets, technology and any Intellectual Property related thereto, finances, assets, products and contracts, including the terms and conditions of this Agreement, and that all such information shall be deemed confidential, provided that it is identified as confidential at the time of disclosure or should be reasonably known by the receiving party to be confidential due to the nature of the information disclosed and the circumstances surrounding the disclosure ("**Confidential Information**"). For the avoidance of doubt, any Bondle Technology, Documentation, or technical information provided by Bondle, and performance information relating to the Services shall be deemed Confidential Information of Bondle without any marking or further designation. Each party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by this Agreement, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors, and (in the case of Bondle) members of its personnel, as reasonably necessary to carry out the purposes of this Agreement), any of the other party's Confidential Information and will take reasonable precautions to protect the confidentiality of such information.
2. The receiving party's nondisclosure obligation shall not apply to information which the receiving party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (b) is or has become public knowledge through no fault of the receiving party; (c) is rightfully obtained by the receiving party from a third party without restriction and without breach of any confidentiality obligation; (d) is independently developed by employees of the receiving party; or (e) is required to be disclosed pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the disclosing party).
3. The receiving party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the receiving party the disclosing party shall be entitled to appropriate equitable relief in addition to whatever other remedies it might have at law.

15. WARRANTY; LIMITATION OF LIABILITY

1. **Warranty.** Bondle warrants that the Services will conform in all material respects with their description and that the Services will be provided in a professional and workmanlike manner, consistent with applicable industry standards.
2. **Warranty Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICES AND ANY DATA AND INFORMATION THAT ARE ACCESSED OR DELIVERED THROUGH OR DERIVED THEREFROM ARE PROVIDED "AS IS", AND Bondle SHALL HAVE NO LIABILITY FOR ANY ERRORS OR OMISSIONS THEREIN OR ANY OTHER ASPECTS THEREOF. Bondle (AND ITS LICENSORS, WHERE APPLICABLE) MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, ACCURACY OR COMPLETENESS OF THE SERVICES. NOR DOES Bondle (AND ITS LICENSORS, WHERE APPLICABLE) REPRESENT OR WARRANT THAT USE OF THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, COMPLETELY SECURE OR OPERATE IN COMIBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA. Bondle (AND ITS LICENSORS, WHERE APPLICABLE) HEREBY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.
3. **Internet Services Disclaimer.** THESERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. Bondle IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.
4. **Remedy for Breach of Warranty.** Bondle' sole liability and Customer's exclusive remedy for any breach of warranty shall be, in Bondle' sole discretion, to use commercially reasonable efforts to provide Customer with an error-correction or work-around that corrects the breach. In the event an error-correction or work-around is not available, the parties may terminate this Agreement and Bondle shall refund any sums prepaid for the unused term, if any.
5. **LIMITATION OF LIABILITY.** IN NO EVENT WILL Bondle OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR SUPPLIERS BE LIABLE IN CONNECTION WITH THIS AGREEMENT FOR ANY INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF USE, LOSS OF BUSINESS, LOSS OF GOODWILL, LOSS OF DATA OR LOSS OF PROFITS, EVEN IF Bondle HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE LIABILITY OF Bondle OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR SUPPLIERS IN CONNECTION WITH THIS AGREEMENT EXCEED THE AMOUNTS PAID HEREUNDER BY CUSTOMER TO Bondle IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY. THE FOREGOING LIMITATIONS SHALL APPLY TO ALL CLAIMS, WHETHER ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
6. **Other territories.** Bondle makes no representation or warranty that the Services are appropriate or available for use in all countries or that the Content satisfies the laws of all countries. Customer is responsible for ensuring that its access and use of the Services is not illegal or prohibited, and for Customer's compliance with applicable local laws.

16. INDEMNIFICATION

1. **By Customer.** Customer agrees to indemnify, defend, and hold Bondle, its affiliates, and all respective employees, officers, directors and representatives, harmless from and against any all claims, losses, damages, liabilities, judgments, penalties, fines, costs and expenses (including reasonable attorneys' fees) arising out of or in connection with (i) Customer's use of the Bondle Technology (A) in a manner not authorized by the Agreement, (B) in violation of the applicable restrictions, or (C) in violation of applicable law; (ii) any claim that Customer Data infringes or misappropriates any third-party rights (including intellectual property rights), violates a third-party's right of privacy or publicity or is defamatory, obscene, harassing, threatening, potentially harmful, otherwise objectionable, incorrect,

misleading or unlawful in any way; and (iii) Customer's or User's negligence or willful misconduct.

2. **By Bondle.** Bondle agrees to indemnify, defend, and hold Customer, its affiliates, and all respective employees, officers, directors and representatives, harmless from and against any all claims, losses, damages, liabilities, judgments, penalties, fines, costs and expenses (including reasonable attorneys' fees) arising out of or in connection with any claim by a third party alleging that Bondle Technology, as provided by Bondle, infringes any intellectual property right. The foregoing notwithstanding, Bondle shall have no liability and no obligation to indemnify Customer if a claim (a) pertains to any part of the Bondle Technology that has been altered or modified by Customer without Bondle prior written approval or (b) is based on use of the Bondle Technology in combination with any item or technology not provided or otherwise authorized by Bondle, and there would be no basis for the claim but for the combination, or (c) arises as a result of the Customer's breach of the Agreement.
3. **Indemnification Procedures.** Each party's indemnification obligations hereunder shall be subject to (i) the indemnifying party receiving prompt written notice of the existence of any covered claim named in this Section 15, (ii) receiving full cooperation from the indemnified party in the defense and settlement of such claim, and (iii) allowing the indemnifying party to assume sole control, defense, and settlement of such covered claim. The indemnifying party shall not, without the prior written consent of the indemnified party, settle or compromise any covered claim, or consent to the entry of judgment of a covered claim against the indemnified party unless the indemnified party is unconditionally released.

17. EXPORT COMPLIANCE

1. **Export Compliance.** Customer is solely responsible for complying with all applicable export laws and regulations in its use of the Services. No part of the Services may be downloaded or otherwise exported or re-exported (i) into any country for which the United States has a trade embargo, (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals, which is currently maintained at <http://www.treasury.gov/resource-Centre/sanctions/SND-List/Pages/default.aspx>, or the U.S. Commerce Department's Denied Persons List, which is currently maintained at <http://www.bis.doc.gov/dpl/thedeniallist.asp>, or (iii) to any known end-user or for an known end-use related to the proliferation of nuclear, chemical or biological weapons or missiles, without first obtaining any export license or other approval that may be required by any American government agency having jurisdiction with respect to the transaction. Any diversion of the Services contrary to U.S. law is expressly prohibited.
2. **US Government:** If Bondle provides the Services to the US, and Customer is acquiring the Services by or on behalf of the US Government or as a US Government prime contractor or subcontractor (at any tier), the US Government's rights in relation to the Services and the other Bondle Technology are as set out in this Agreement and all other terms are expressly excluded. If Bondle does not provide the Services to the US, or the Services, the other Bondle Technology or this Agreement do not meet any requirements, or satisfy any needs, of the US Government, including any under the Federal Acquisition Regulation or the Defense Federal Acquisition Regulation Supplement, Customer is not authorised to access and use the Services and must immediately stop doing so

18. TERM AND TERMINATION

1. This Agreement shall commence on the date Customer sets up an account and continues for successive periods of the subscription term set out in the applicable Plan (or if no term is set out, successive periods of one month), unless either party provides notice of termination at least thirty (30) days prior to the then-current term's expiration date, with such notice to be effective at the end of the then-current term.
2. **Termination of Agreement**
 - a. **Breach.** Unless otherwise stated, either party may terminate this Agreement if the other party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same, or the breach is incapable of remedy. Customer's failure to timely pay all applicable Fees as they become due shall constitute a material breach of this Agreement. On termination by Bondle for Customer's breach of the Agreement, all outstanding invoices, as well as the remainder of all Fees for the remaining term of the Agreement will be immediately due and payable upon the termination date as liquidated damages, and not as a penalty ("Liquidated Fees"). Customer agrees that Bondle may charge such Liquidated Fees to Customer's credit card or otherwise bill Customer for such Liquidated Fees.
 - b. **Nonpayment by Customer.** In addition to its rights under Section 17(b)(i), Bondle may suspend all Services to Customer if Customer is in default of any payment obligations. Bondle will provide seventy-two (72) hour notice of its intent to suspend Services under this provision. Customer will be charged for the Services during any period of suspension. Bondle reserves the right to impose a reactivation fee in the event Customer is suspended and thereafter reactivated after curing the delinquency or breach.
 - c. **Upon Bankruptcy.** Either party may terminate this Agreement if the other party (i) ceases operation without a successor, or (ii) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against such party.
 - d. **Effect of Termination.** Upon expiration or termination of this Agreement, Bondle will cease providing the Services and Customer's rights under this Agreement shall automatically expire. Customer shall incur no further payment obligations under this Agreement other than any amounts outstanding as of the date of expiration or termination, provided that any Fees paid in advance are non-refundable except to the extent required by law. Customer shall immediately return, if instructed by Bondle, or destroy all Bondle' Confidential Information that is in Customer's possession. Neither party shall have any liability to the other or to any third party for the proper suspension or termination of the Agreement, as determined by the terms contained herein.
 - e. **Customer Data Removal; Data Retention Policies.** At any time prior to [one month] after termination of the Services, Customer may download a copy of any Customer Data stored using the Services. Bondle does not warrant that the format of the Customer Data will be compatible with any particular software. It is Customer's obligation to remove all data from Bondle' servers, networks, and systems on or prior to the expiry of the [one month] period following termination. Customer also agrees and acknowledges that Bondle shall have no obligation to continue to store, and may therefore irretrievably delete, Customer Data following deletion of Customer Data by Customer and/or on expiry of the [one month] period following termination of the Services.
3. **Survival** parties' respective representations, warranties, and covenants, together with obligations of payment, indemnification, limitations of liability and any other terms contained herein which by their nature should survive, will survive the expiration, termination or rescission of this Agreement, and continue in full force and effect. The parties' respective obligations of confidentiality will survive the expiration, termination, or rescission of this Agreement.

19. MISCELLANEOUS PROVISIONS

1. **Modification.** Customer agrees that Bondle may update or revise this Agreement, including without limitation, these Terms of Service, at any time by posting a revised version at www.Bondle.com. The revised Agreement shall be effective ninety (90) days after posting. By continuing to use or receive the Services after the effective date of any revisions to this Agreement, Customer agrees to be bound by the updated Agreement. If Customer disagrees with

any modification to this Agreement, Customer's sole and exclusive remedy shall be to terminate the receipt of Services in accordance with Section 17 above.

2. *To Bondle:* Any required notice to Bondle may be delivered personally, by nationally recognized overnight courier or mailed by registered or certified mail, return receipt requested, postage prepaid to the following address listed herein. Such notice shall be deemed given when received by Bondle. *To Customer:* Bondle may give notice to Customer by means of (a) a general notice on the Website or other applicable site or log-in page as directed by Bondle, or (b) an electronic mail to the e-mail address on record in Bondle' Customer account information. Any notice sent by electronic mail shall be deemed received 1 hour after sending, provided the sender does not receive any notice of failure or non-delivery, and further provided that any receipt of such notice after 5pm on a business day, or on a non-business day, in the location of the recipient, is deemed received on the next business day. Any notice sent by mail within the same country is deemed received 3 business days (in the location of the recipient) after posting, or 10 business days (in the location of the recipient) in other cases.
3. Customer agrees that during the term of this Agreement, Bondle may publicly refer to Customer, orally and in writing (including but not limited to marketing collaterals and / or online material), as a customer of Bondle. Any other reference to Customer by Bondle requires the written consent of Customer.
4. **Governing Law; Jurisdiction.** This Agreement shall be governed by and construed under the laws of the State of New South Wales, Australia, without regard to its choice of law principles and specifically excluding from application to this Agreement the United Nations Convention on the International Sale of Goods. The parties submit to the non-exclusive jurisdiction of the state and federal courts of New South Wales, Australia in relation to any dispute connected with this Agreement or the Services.
5. **Severability.** In the event any provision of this Agreement is held by a tribunal of competent jurisdiction to be contrary to law, invalid, or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provisions, with all other provisions remaining in full force and effect.
6. **Relationship of Parties.** Bondle and Customer are independent contractors, and this Agreement will not establish as relationship of partnership, joint venture, employment, franchise or agency between Bondle and Customer.
7. Unless otherwise specified in this Agreement, the failure or delay of either Bondle or Customer to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to in a writing signed by the waiving party.
8. Neither party may assign its rights or delegate its duties under this Agreement, either in whole or in part, without the prior written consent of the other party, except either party may assign this Agreement without consent to an affiliate or a party that acquires substantially all of the assigning party's assets or business
9. or a majority of its stock as part of a corporate merger or acquisition. Any attempted assignment or delegation without such consent will be void. This Agreement will bind and inure to the benefit of each party's successors and permitted assigns.
10. **Force Majeure.** Except for Customer's payment obligations, neither Bondle nor Customer will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including, but not limited to, acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (each a "Force Majeure Event"), provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.
11. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all of the prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.