

WEBSITE TERMS OF USE

Welcome to <https://www.mobble.io/> (“**Website**”), which is operated by Mobble Pty Ltd (ACN 629 891 756) (“**Mobble**”, “**we**”, “**our**” or “**us**”). These Terms of Use (“**Terms**”) outline your rights and responsibilities as a user (“**User**,” “**you**,” or “**your**”). This Website may also be accessed through other domain names, mobile applications or digital platforms operated by Mobble.

Your use of the Website is also subject to our privacy policy (“**Privacy Policy**”) available at <https://www.mobble.io/legal/privacy-policy>, which explains how we collect, use and protect your personal information. If there is any inconsistency between these Terms and the Privacy Policy in relation to the handling of personal information, the Privacy Policy will prevail to the extent of the inconsistency.

1. Consent

- 1.1 By accessing or using this Website (including any of its subdomains, services, features, or Content), you confirm that you have read, understood and agree to be legally bound by these Terms and our Privacy Policy, which is incorporated by reference. These Terms apply to all Users of the Website, including visitors, registered users, and others who access or use the Website.
- 1.2 If you do not agree to these Terms or the Privacy Policy, you must immediately discontinue use of the Website and any related services. Continued use of the Website following any changes to these Terms constitutes your acceptance of those changes.
- 1.3 If you are accessing or using this Website on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind such entity to these Terms, and in such case, “you” and “your” will refer to that entity.

2. Variations

- 2.1 We may, at any time and at our sole discretion, amend or update these Terms by publishing the varied terms on our Website. Where the changes are material, we will give users reasonable notice before they take effect. Material changes will apply only on a prospective basis and will not affect rights and obligations that arose prior to the effective date, except where we are required by law to implement them with immediate effect.
- 2.2 Where required by law (e.g., under the California Consumer Privacy Act (“**CPRA**”), the Personal Information Protection and Electronic Documents Act (“**PIPEDA**”) or other consumer protection laws), we will provide advance notice of any material changes and, where applicable, obtain your consent before such changes become effective.
- 2.3 We also reserve the right to modify, update or remove Content or features of the Website at any time without prior notice. While we strive to maintain accurate and up-to-date Content, we make no guarantees as to the completeness, accuracy or timeliness of any information presented on the Website.

2.4 Your continued use of the Website after changes have been made constitutes your acceptance of those changes. If you do not agree to the amended Terms, you must stop using the Website.

3. Licence to use our Website

3.1 We grant you a non-exclusive, royalty-free, revocable, worldwide, non-transferable licence to access and use the Website and its Content solely for your personal or internal business purposes, in accordance with these Terms.

3.2 You may not use this Website or any Content contained within it for any commercial purposes outside your internal operations without our prior written consent. All rights not expressly granted to you under these Terms are reserved by Mobble, as further outlined in Clause 7.

3.3 This licence may be revoked by us at any time and for any reason, including (without limitation) for breach of these Terms, misuse of the Website, or if required to comply with applicable law, as further outlined in clause 13.

4. Prohibited Conduct

You must not do or attempt to do anything: that is unlawful; prohibited by applicable laws (including those of your jurisdiction), contrary to these Terms, or which we reasonably consider inappropriate or may bring Mobble or this Website into disrepute, including (without limitation):

- a) uploading or transmitting personal, confidential or sensitive information about others without their consent, or otherwise breaching any individual's privacy or data protection rights under applicable privacy laws (such as the General Data Protection Regulation ("**GDPR**"), CPRA, or PIPEDA);
- b) using this Website to defame, abuse, harass, threaten, stalk or otherwise violate the legal rights of others;
- c) engaging in unauthorised access to, or interference with, any part of our systems or services, or those of any other User or third party;
- d) introducing or distributing malicious code, viruses, trojan horses, worms or any other technologies that may compromise the security, integrity or availability of the Website or its Users;
- e) using this Website to send communications or spam, or otherwise violating applicable anti-spam laws, including the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003, the Canada's Anti-Spam Legislation ("**CASL**"), or other similar laws in your jurisdiction;
- f) using automated means, including bots, crawlers, or scrapers, to access or interact with the Website without our prior written consent;
- g) impersonating another person or misrepresenting your affiliation with any person or entity; and
- h) facilitating, encouraging, or assisting any third party to engage in any of the above conduct.

5. Exclusion of Competitors

- 5.1 You must not access, use or reproduce any part of the Website or its Content to build, operate, promote, or improve a product or service that competes with Mobble, unless expressly authorised in writing. This includes using the Website to reverse-engineer our systems, copy proprietary information, harvest data, or solicit our customers or partners.
- 5.2 We reserve the right to monitor access patterns and take appropriate action (including legal action) against any unauthorised or suspicious activity that we reasonably believe is in breach of this provision.

6. Warranties and Disclaimers

- 6.1 The Content made available on this Website is provided for general information purposes only and does not constitute professional, legal, financial, agricultural or other advice. It does not take into account your specific circumstances, objectives or needs, and you should not rely on it as a substitute for independent professional advice customised to your situation. You are solely responsible for determining whether the Content is appropriate for your purposes and for complying with all applicable laws in your jurisdiction when using the Website or any related services.
- 6.2 While we use reasonable efforts to ensure the accuracy and currency of the Website and its Content, to the maximum extent permitted by applicable law, including but not limited to the Australian Consumer Law, the U.S. Uniform Commercial Code, the Federal Trade Commission Act and applicable Canadian consumer protection laws:
- a) the Website and all Content are provided “as is” and “as available,” without warranties of any kind, express or implied;
 - b) we make no representations or warranties regarding the accuracy, completeness, reliability, suitability, availability or performance of the Website or its Content;
 - c) we do not guarantee that the Website or Content will be secure, error-free, uninterrupted, or free from viruses or other harmful components; and
 - d) we expressly disclaim all implied warranties, including warranties of merchantability, fitness for a particular purpose, and non-infringement.
- 6.3 Some jurisdictions (such as certain U.S. states or Canadian provinces) do not allow limitations on implied warranties. In such cases, these limitations may not apply to you, and your rights may vary depending on your location.
- 6.4 You use the Website and its Content entirely at your own risk, and you are solely responsible for any damage to your device, system, or data that results from your access to or use of the Website.

7. Intellectual Property Rights

- 7.1 Unless otherwise indicated, we (or our licensors) own all rights, title, and interest in and to this Website, including all Content, materials, text, images, graphics, videos, software, features, functionality, design elements, logos, trademarks, service marks, trade dress, and all intellectual property rights therein (collectively, “**Content**”). All such rights are protected by copyright, trademark and other intellectual property laws in Australia, the United States, Canada and other jurisdictions worldwide.
- 7.2 Your access to and use of the Website and its Content does not grant or transfer any right, title, or interest to you in relation to any intellectual property. All rights not expressly granted under these Terms are reserved by Mobble.
- 7.3 You must not:
- a) copy, modify, adapt, publish, sell, license, broadcast, distribute, display, or create derivative works from any Content;
 - b) reverse-engineer, decompile, disassemble, or otherwise attempt to derive the source code for any software or service on the Website;
 - c) remove, alter, or obscure any copyright, trademark, or proprietary notice; or
 - d) use any Content in a manner that infringes, misappropriates, or violates any intellectual property or other proprietary rights of Mobble or any third party.
- 7.4 Any use of our Content in violation of these Terms may result in the immediate termination of your access to the Website and may constitute a violation of applicable intellectual property laws. We reserve all rights to take legal action in any relevant jurisdiction to protect our intellectual property.

8. User Content

- 8.1 You may be permitted to post, upload, publish, submit or transmit relevant information and Content (“**User Content**”) on our Website. By submitting User Content, you grant Mobble a worldwide, non-exclusive, royalty-free licence to host, store, reproduce, display, perform and otherwise make available your User Content as necessary to operate, maintain, improve and provide our Website and related services.
- 8.2 The licence granted in clause 8.1 will remain in effect only for as long as the User Content is available on our Website or as required for legitimate business purposes (such as maintaining backups or complying with legal obligations). Mobble will not sell your User Content or use it for purposes unrelated to the provision or improvement of our services without your prior written consent.
- 8.3 You agree that you are solely responsible for all User Content that you submit and warrant that:
- a) You own or have all necessary rights, licences, consents and permissions to grant the licence described above; and
 - b) Your User Content (and its submission, posting, or use by us) does not infringe or violate any third-party rights, including intellectual property, privacy, publicity or applicable laws.

8.4 You agree not to submit any User Content that is:

- a) unlawful, defamatory, discriminatory, obscene, harmful, misleading or otherwise objectionable;
- b) in violation of any applicable data protection or consumer protection law (including the CCPA, CPRA, PIPEDA, and GDPR); and
- c) containing sensitive personal information without lawful basis or consent.

8.5 Mobble does not endorse or approve any User Content and expressly disclaims any liability in connection with it. We reserve the right, without obligation, to remove, screen, or edit User Content at our sole discretion and to suspend or terminate access by Users who breach these Terms.

8.6 If you believe that any User Content infringes your intellectual property rights, please notify us using the contact information specified in clause 16. Where applicable (e.g., for Users in the United States), we will process such claims in accordance with the Digital Millennium Copyright Act (“DMCA”).

8.7 You agree to indemnify and hold Mobble harmless from any claims, damages, losses, or liabilities arising out of or in connection with any User Content you submit, including any claims that such User Content violates or infringes the rights of any third party.

9. Third Party sites

9.1 Our Website may contain links to third-party websites, applications or services that are not owned, operated or controlled by Mobble. These links are provided for your convenience only. Unless expressly stated otherwise, we do not endorse, approve or make any representations regarding such third-party platforms, their content or their privacy or security practices.

9.2 When you access a third-party site or service, you do so at your own risk. Your use of third-party platforms is governed by their own terms and conditions and privacy policies, not ours. We encourage you to review the privacy policies and the terms of any third-party sites before providing them with any personal information.

9.3 Please note that third-party services may collect or process your personal data in ways that differ from Mobble’s practices. For more information about how we handle personal information and our relationship with third-party providers, please refer to our Privacy Policy.

10. Discontinuance

We may, at any time and without notice to you, discontinue our Website, in whole or in part. We may also restrict or terminate access to the Website for any User at our sole discretion, as further outlined in clause 13. We are not liable for any loss or liability you may suffer arising in connection with any such discontinuance, restriction, or exclusion, to the maximum extent permitted by law.

11. Limitation of Liability

11.1 To the fullest extent permitted by applicable law, Mobble and its directors, officers, employees, agents, contractors, and affiliates will not be liable for any loss, damage, cost, or expense (whether direct or indirect, incidental, consequential, special, exemplary, or punitive), including without limitation loss of profits, revenue, data, business opportunities, goodwill, or anticipated savings, arising out of or in connection with:

- a) your access to or use of, or inability to access or use, the Website or any Content;
- b) any interruption, delay, failure, or outage of the Website or any related services;
- c) any virus, malware, or other harmful component transmitted via the Website; or
- d) your reliance on any Content that is incomplete, inaccurate, outdated;

11.2 To the extent permitted by law, Mobble's total cumulative liability for all claims arising out of or related to the Website, whether in contract, tort (including negligence), statute or otherwise, will not exceed AUD \$100 (or the equivalent in your local currency).

11.3 Nothing in these Terms limits or excludes liability that cannot be lawfully limited or excluded. In jurisdictions where certain limitations are not permitted (such as some U.S. states or Canadian provinces), the limitations in this clause apply only to the maximum extent permitted by applicable law.

12. Indemnity

12.1 To the maximum extent permitted by applicable law, you agree to indemnify us, defend, and hold harmless Mobble Pty Ltd, its affiliates, officers, directors, employees, contractors, and agents (collectively, "**Mobble Parties**") from and against any and all claims, losses, damages, liabilities, penalties, fines, expenses, and costs (including reasonable legal and professional fees) arising out of or in connection with:

- a) your use or misuse of the Website or its Content;
- b) your violation of these Terms or any applicable laws or regulations;
- c) any User Content you upload, transmit, or make available via the Website; and
- d) any actual or alleged infringement of third-party intellectual property, privacy, publicity, or other rights caused by you;

12.2 Any breach of your warranties or representations under these Terms. This indemnity:

- a) is a continuing obligation;
- b) survives termination or expiry of these Terms;
- c) applies regardless of whether a claim arises in contract, tort (including negligence), equity, statute, or otherwise; and
- d) does not require Mobble to suffer actual loss or incur liability before enforcing the right of indemnity.

12.3 In jurisdictions where indemnities must be reasonable, this clause will apply only to the extent permitted by the governing law.

13. Termination

13.1 These Terms remain in effect unless and until terminated by Mobble. We may terminate or suspend your access to the Website at any time, with or without notice, for any reason, including but not limited to:

- a) your breach of these Terms or applicable laws;
- b) any conduct that we reasonably consider harmful, unlawful, abusive, or otherwise inappropriate;
- c) a request by law enforcement or other government authority;
- d) technical or security issues; or
- e) discontinuation of the Website or any part of it.

13.2 Upon termination, all rights granted to you under these Terms will immediately cease and we may remove or delete any information or Content associated with your use of the Website, except where we are legally required to retain it.

13.3 Any provisions of these Terms which by their nature should survive termination (including but not limited to Intellectual Property Rights, User Content, Warranties and Disclaimers, Limitation of Liability, Indemnity and Governing Law and Jurisdiction) will continue in full force and effect.

14. Disputes

- a) Neither party may commence any court or arbitration proceedings relating to a dispute (“**Dispute**”) unless it has complied with the provisions of this clause 14, except where urgent injunctive or interlocutory relief is required to prevent irreparable harm.
- b) A party claiming that a Dispute has arisen must promptly notify the other party in writing by giving details of the Dispute. The parties must use reasonable endeavours to resolve any Dispute in good faith through direct negotiation.
- c) If the parties are not able to resolve the Dispute in accordance with clause 14(b) within 20 Business Days from the date of notification, either party may immediately refer the Dispute to non-binding mediation to be conducted in English and:
 - i. if the Customer is located in Australia, under the Resolution Institute’s Mediation Rules or the Australian Commercial Disputes Centre (“**ACDC**”) guidelines;
 - ii. if the Customer is located in the United States, under the rules of the American Arbitration Association (“**AAA**”);
 - iii. if the Customer is located in Canada, under the Alternative Dispute Resolution Institute of Canada (“**ADRIC**”) Mediation Rules; and
 - iv. in any other jurisdiction, under the United Nations Commission on International Trade Law (“**UNCITRAL**”) Mediation Rules or such other rules as the parties may agree.

- d) If the Dispute is not resolved by mediation within 30 days (or such other period agreed in writing) and the aggregate amount in dispute (exclusive of interest, legal fees, and costs of proceedings) exceeds USD 50,000, either party may elect to refer the Dispute to final and binding arbitration under the UNCITRAL arbitration rules. The amount in dispute will be calculated based on the total value of claims and counterclaims at the time the notice of arbitration is served. The arbitration shall be conducted:
- i. with the seat of arbitration being Melbourne, Victoria, which shall be the legal place of arbitration;
 - ii. with the language of the proceedings being English;
 - iii. before a sole arbitrator, unless the aggregate amount in dispute exceeds USD 250,000, in which case the tribunal will consist of three arbitrators. The sole arbitrator shall be appointed by mutual agreement of the parties within 30 days of the notice of arbitration. If the parties are unable to agree, the appointment shall be made in accordance with the UNCITRAL Arbitration Rules. Where three arbitrators are required, each party shall appoint one arbitrator within 30 days of the notice of arbitration, and the two arbitrators so appointed shall jointly appoint the presiding arbitrator within 30 days thereafter. If any appointment is not made within the specified time, the appointment shall be made in accordance with the UNCITRAL Arbitration Rules; and
 - iv. on the basis that the parties will share the costs of the arbitration (including the arbitrator's fees and administrative costs) equally, unless the tribunal determines otherwise in its final award.
- e) If the Dispute is not referred to arbitration in accordance with clause 14 (d), or if the aggregate amount in dispute does not exceed USD 50,000, either party may commence legal proceedings.
- f) Each party must bear its own costs of complying with this clause, except for the costs and expenses of any mediation or facilitator, which will be borne equally.

15. General

15.1 Entire Agreement

These Terms constitute the entire agreement between you and Mobble in relation to your use of the Website and supersede all prior communications, representations, agreements or understandings, whether oral or written.

15.2 No Waiver

A failure or delay by Mobble to exercise a right or enforce a provision under these Terms does not constitute a waiver of that right or provision. Any waiver must be in writing and signed by an authorised representative of Mobble.

15.3 Severability

If any provision of these Terms is held to be invalid, unlawful or unenforceable, that provision will be severed from the Terms, and the remaining provisions will remain in full force and effect.

15.4 Assignment

You may not assign, transfer, or otherwise deal with your rights or obligations under these Terms without our prior written consent. We may assign or transfer our rights and obligations without restriction.

15.5 Force Majeure

We are not liable for any failure or delay in performance resulting from any cause beyond our reasonable control, including acts of God, war, pandemics, telecommunications failure, or governmental action.

15.6 Relationship

No agency, partnership, joint venture or employment relationship is created by these Terms, and you do not have any authority to bind Mobble in any respect.

15.7 Governing Law and Jurisdiction

This Agreement and, to the extent permitted by law, all related matters including non-contractual matters, is governed by the laws of Victoria. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of the applicable jurisdiction above and waives any objection to proceedings being brought in those courts.

16. Contact us

If you have any queries or complaints, please contact us at:

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