

DDLoop Terms and Conditions

DDLoop Pty Ltd (ACN 658 895 624) (**DDLoop, we, us or our**) provides customers with web-based services for legal due diligence, including tools for managing and conducting searches, analysing results, and generating reports (the **Platform**). The **Customer (you or your)** wishes to access and use these Services and to allow its Authorised Users to do the same.

These terms and conditions (**Terms**) govern access to and use of the Platform by any customer (**Customer**), whether through an executed order form or proposal with DDLoop (**Order Form**); or by signing up directly via DDLoop's website or another method offered by DDLoop. These Terms, and any applicable Order Form, form a binding **Agreement** between DDLoop and the Customer (together the **Parties** and each a **Party**).

You cannot use our Services unless you agree to this Agreement. By signing an Order Form or completing the sign-up process, the person doing so represents and warrants that they are authorised act on behalf of the Customer and enter into this Agreement.

1 Our Services

1.1 We provide the following services to you:

- a. access to our Platform for due diligence of public legal data; and
- b. access to our support team (**Support Services**),
- c. (collectively, our **Services**).

1.2 If you require Support Services, you may request these by getting in touch with us through our Platform or at support@ddloop.app.

1.3 Our Services do not constitute, and are not a substitute for, financial, legal or risk management advice.

1.4 **Additional Services:** We will not be responsible or provide support for any other services or products unless expressly set out on in this Agreement or on our Platform. If you require additional services, we may, in our sole discretion, provide such additional services (to be scoped and priced in a separate Statement of Work provided by us).

1.5 **Beta Services:** If we provide you with access to any new or beta services, you acknowledge that because of the developmental nature of such services, you use them at your own risk and we have no obligation to maintain or provide error corrections. Any new or beta services we provide you with access to are for evaluation purposes only and not for production use, and we may discontinue those services at any time at our sole discretion.

1.6 **Third Party Products or Services:** Where you engage third parties to operate alongside our Services (for example, any third-party software systems you wish to integrate with our Platform), those third parties are independent of us and you are responsible for (meaning we will not be liable for) the goods or services they provide, unless we expressly agree otherwise under this clause 1.6.

1.7 **Third Party Sources:** The Platform may incorporate components, or use services, licensed or provided by third parties (including Third Party Sources), which may be subject to their own End User Licence Agreements (Third Party Licences). You agree to:

- a. be bound by and observe all terms and conditions of such Third Party Licences as set out on our Platform, in the End User Licence Agreement, and/or on our website, as updated from time to time;

- b. regularly review the Third Party Licences as these may be updated periodically to reflect new Third Party Licences; and
- c. not undertake any act, or cause any omission, which places us in breach of a Third Party Licence.

1.8 We will notify you of any material changes to these Terms and Conditions or Third Party Licences via the Platform or email. Your continued use of our Platform following any updates that we notify you of constitutes your acceptance of those updated terms.

2 Account

2.1 You must sign up for an Account to use our Platform.

2.2 You may invite Authorised Users to access the Services through your Account. Each Authorised User must have a unique login linked to your Account. You are responsible for ensuring that your Authorised Users comply with this Agreement. You are responsible for all Search Fees incurred by Authorised Users. Any limits on the number of Authorised Users will be specified in the Order Form.

2.3 While you have an Account with us, you agree to (and must ensure your Authorised Users agree to):

- a. keep all Account information true, accurate, complete, and up-to-date;
- b. keep login credentials secure and confidential; and
- c. promptly notify us of any unauthorised access or suspected misuse of your Account or any associated logins.

2.4 We may suspend access to the Services if we reasonably suspect unauthorised use (for example, shared logins). If we do, we'll notify you within a reasonable time and work with you to resolve the issue. If it cannot be resolved, we may terminate your Account and access to the Services.

3 Subscription and Search Fees

3.1 **Subscription Fee:** The details of your Subscription are set out in the Order Form. You will be billed for any Subscription Fees annually at the beginning of each Subscription Period.

3.2 **Search Fees:** You agree to pay us Search Fees for orders made on our Platform. These Fees will be charged at a 'per search executed' rate, as detailed on our Platform or as otherwise agreed in writing. Search Fees will be invoiced to you monthly or as otherwise

agreed in writing. All invoices are payable within 14 days of receipt.

3.3 Renewal: at the end of the Subscription Period, your Subscription will be automatically renewed for successive one-year terms (each of which will be considered a Subscription Period) unless either party provides 30 days' written notice prior to the end of the Subscription Period.

3.4 Late Payments: If any Subscription Fees or Search Fees are not paid on time, we may:

- a. suspend your access our Services (including access to our Platform); and
- b. charge interest on any overdue payments at a rate equal to the Reserve Bank of Australia's cash rate, from time-to-time, plus 2% per annum, calculated daily and compounding monthly.

3.5 Invoicing: we will issue you with a tax invoice for any Fees payable (Tax Invoice) in accordance with these Terms and the relevant Order Form and you agree to pay such Fees.

3.6 Taxes: Fees specified on the Platform and in any Order Form are exclusive of GST (or any other value added tax). GST or other value added tax payable will be included in the Tax Invoice and you are responsible for the paying all applicable levies or taxes.

3.7 Changes to Search Fees: We may change Search Fees in respect of the relevant Services by providing you with 30 days' prior notice before the change.

4 Platform Licence

4.1 While you have an Account, we grant you and your Authorised Users a right to use our Platform (which may be suspended or revoked in accordance with this Agreement). This right cannot be passed on or transferred to any other person and is subject to the conditions of your Subscription (as set out in the Order Form). Their use of the Platform is governed by our End User Licence Agreement, [available on our website](#) and on the Platform.

4.2 You must not (and you must ensure that your Authorised Users do not):

- a. access or use our Platform in any way that is improper or breaches any laws, infringes any person's rights (for example, intellectual property rights and privacy rights), or gives rise to any civil or criminal liability;
- b. interfere with or interrupt the supply of our Platform, or any other person's access to or use of our Platform;
- c. introduce any viruses or other malicious software code into our Platform;
- d. use any unauthorised or modified version of our Platform, including but not limited to for the purpose of building similar or competitive software or for the purpose of obtaining unauthorised access to our Platform;

- e. attempt to access any data or log into any server or account that you are not expressly authorised to access;
- f. use our Platform in any way that involves service bureau use, outsourcing, renting, reselling, sublicensing, concurrent use of a single user login, or time-sharing;
- g. circumvent user authentication or security of any of our networks, accounts or hosts or those of any third party; or
- h. access or use our Platform to transmit, publish or communicate material that is, defamatory, offensive, abusive, indecent, menacing, harassing or unwanted.

5 Intellectual Property and Data

5.1 We own all intellectual property rights in our Services (including our Platform). This includes how our Platform looks and functions, as well as our copyrighted works, trademarks, inventions, designs and other intellectual property. You agree not to copy or otherwise misuse our intellectual property without our written permission (for example, to reverse engineer or discover the source code of our intellectual property), and you must not alter or remove any confidentiality, copyright or other ownership notice placed on our Platform.

5.2 We may use any feedback or suggestions that you give us in any manner which we see fit (for example, to develop new features), and no benefit will be owed to you because of any use by us of your feedback or suggestions.

5.3 All data, alerts and notifications provided through our Platform that are sourced from government registers or third-party data providers, remain the exclusive property of the respective government entity or third-party provider. We do not claim ownership of, nor acquire any proprietary rights over, any such data. The data, alerts and notifications are provided "as is" without any warranties of any kind. While we strive to facilitate accurate and up-to-date information, we make no representations or warranties regarding the completeness, accuracy, or currency of the data, alerts or notifications.

5.4 Your Data: We do not own any of Your Data, but when you enter or upload any of Your Data into our Platform, you grant us the right to access, analyse, backup, copy, store, transmit, and otherwise use Your Data while you have an Account with us (and for a reasonable period of time afterwards). We may use Your Data (or disclose it to third party service providers) to:

- a. supply our Services to you and your Authorised Users (for example, to enable you and your Authorised Users to access and use our Services), and otherwise perform our obligations under this Agreement;
- b. diagnose problems with our Services;
- c. improve, develop and protect our Services;
- d. send you information we think may be of interest to you based on your marketing preferences;

- e. perform analytics for the purpose of remedying bugs or issues with our Platform; or
 - f. perform our obligations under this Agreement (as reasonably required).
- 5.5 If you do not provide Your Data to us, it may impact your ability to receive our Services.
- 5.6 You acknowledge and agree that because of the nature of the internet, the processing and transmission of Your Data by us may occur on various networks and may be transferred unencrypted.
- 5.7 You are responsible for (meaning we are not liable for):
 - a. the integrity of Your Data on your systems, networks or any device controlled by you or your Authorised Users; and
 - b. backing up Your Data.
- 5.8 **Search Outputs:** Where we own the Search Outputs, we hereby assign all such ownership to you. Where we do not own the Search Outputs (including where the Search Outputs are owned by a government register or Third Party Sources), we grant you a licence to use the Search Outputs on the terms and conditions imposed by the relevant owner (including Third Party Licences). We may access and use Search Outputs to provide the Services to you. Despite clause 5.3 above, you will own the outputs generated by the Platform (including MS Word exports or summary files) and the search result artefacts (ie PDFs/screenshots/other artefacts).
- 5.9 **Your Search History:** You own all Your Search History data and it will be handled confidentially in accordance with clause 6.
- 5.10 **Back-end Data:** We own all Back-end Data generated by our Platform, which is not accessible or available to you or your Authorised Users. We may access, use, modify and disclose Back-end Data for any purpose relating to our business operations, provision of the Services, or as required by law. Back-end Data will not be subject to a data retention period, unless otherwise agreed in writing.
- 5.11 **Raw Public Data:** We own all Raw Public Data and may access, use and reuse Raw Public Data received from data search providers for any purpose, including research and development relating to our Services. Raw Public Data is not linked or related to you or any particular customer. Raw Public Data is not subject to a data retention period.
- 5.12 **Data Retention Period:** Unless otherwise specified in writing or required by law, Your Data, Your Search History and Search Outputs uploaded or generated on the Platform will be retained for a period of at least 12 months from the date of its creation or collection. Upon request, we will remove Your Data, Your Search History and/or Search Outputs from the Platform during the Data Retention Period. After this Data Retention Period, we have the right to remove Your Data from the Platform and it is your responsibility to back up or export the relevant data.
- 5.13 **IP Indemnity:** Subject to clause 8, we agree to defend lawsuits or actions brought against you or your personnel for any third-party claim that the Services directly infringe

that third party's intellectual property rights (Infringement Claim), provided that:

- a. you promptly notify us of any claim in writing;
 - b. we are given sole control of the defence and settlement of the claim; and
 - c. you provide all necessary information and reasonable assistance to defend the claim.
- 5.14 **IP Indemnity Exclusions:** We will have no liability or obligations under clause 5.13 for any Infringement Claim where it results from:
 - a. modifications to the Services made by a party other than us;
 - b. the combination, operation, or use of the Services with unauthorised third-party products, software, services, or materials;
 - c. use of the Services in breach of this Agreement; or
 - d. any Customer Content, designs, instructions, specifications, or similar materials provided by the Customer.
- 5.15 **Alerts.** We do not guarantee that any alerts or notifications will be error-free or uninterrupted. If an error occurs in the delivery or content of an alert or notification, our sole liability is limited to re-delivering the alert or notification.
- 6 Confidential Information and Personal Information**
- 6.1 While using our Services, you may share confidential information with us, including Your Search History, and we may share confidential information with you. Both parties agree to:
 - a. only use the other's confidential information as needed to provide or use the Services;
 - b. to take reasonable steps to protect confidential information from unauthorised disclosure; and
 - c. ensure that only those who need to know (such as employees, contractors, advisors or agents) have access to confidential information, and that they are bound by the same confidentiality obligations.
- 6.2 Confidential information may be disclosed to legal or regulatory authorities if required by law.
- 6.3 We collect, hold and disclose and use any Personal Information you provide to us in accordance with our privacy policy (available on our website) and applicable privacy laws.
- 6.4 We may disclose Personal Information to third parties – such as related companies, service providers, or professional advisors – where necessary to deliver our Services.
- 6.5 In respect of any Security Incident, a Party must (and must procure that its Personnel):
 - a. promptly notify the other Party after becoming aware of the Security Incident;
 - b. comply with its obligations under the Privacy Act 1988 (Cth);

- c. provide the other Party with all information it reasonably requests; and
- d. assist and fully cooperate with the other Party, at its own cost, in investigating and remedying the Security Incident.

6.6 You agree that we may suspend the Services where a Security Incident has or may have occurred and this is considered necessary or prudent (as determined by us, at our reasonable discretion) to address or deal with the Security Incident.

6.7 We will bear our costs in conducting any investigation or remediation required under this clause 6, unless the incident triggering the Security Incident was caused or contributed to by you (including your Personnel), in which case, you will be liable for those costs reasonably and necessarily incurred by us arising from the Security Incident.

7 Consumer Law Rights

7.1 In some jurisdictions, you may have guarantees, rights or other remedies provided by law (Consumer Law Rights), and this Agreement does not restrict your Consumer Law Rights. We will only be bound by your Consumer Law Rights and the express wording of this Agreement. Our liability for a breach of your Consumer Law Rights is, unless the laws of your jurisdiction state otherwise, limited to either resupplying our Services, or paying the cost of having our Services resupplied.

7.2 Subject to your Consumer Law Rights, we do not provide a refund for a change of mind or change in circumstance.

7.3 If you accept this Agreement in Australia, nothing in this Agreement should be interpreted to exclude, restrict or modify the application of, or any rights or remedies you may have under, any part of the Australian Consumer Law (as set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth)).

8 Liability

8.1 **Exclusions of Liability:** To the maximum extent permitted by law, we will not be liable for, and you release us from liability for, any Liability caused or contributed to by, arising from or in connection with:

- a. your computing environment (eg, your hardware, software, IT and telecommunications services and systems); or
- b. any use of our Services by a person or entity other than you or your Authorised Users.

8.2 **Liability limitations:** To the extent permitted by law:

- a. neither party is liable for any Consequential Loss;
- b. a party's liability is reduced proportionately to the extent the other party caused or contributed to the Liability though its actions (or inactions), including any failure by the other party to mitigate its loss;
- c. our Liability for failure to comply with relevant Consumer Law Rights is limited (at our discretion) to resupplying our Services or paying the cost of resupply; and

- d. our aggregate liability to you for any Liability arising from, or in connection with, this Agreement is limited to the amount of Subscription and Search Fees paid by you to us in the 12 months preceding the event giving rise to the Liability.

8.3 **Liability cap exclusions:** The limitations of liability in clause 8.2 do not apply for any Liability arising from:

- a. fraud or intentional wrongdoing; or
- b. the IP Indemnity in clause 5.13.

9 Availability, Disruption and Downtime

9.1 While we strive to always make our Services available to you, we do not make any promises that these will be available 100% of the time. Our Services may be disrupted during certain periods, including, for example, during scheduled or emergency maintenance.

9.2 Our Services (including our Platform) may interact with, or be reliant on, products or services provided by third parties, such as cloud hosting service providers or search data providers. To the maximum extent permitted by law, we are not liable for disruptions or downtime caused or contributed to by these third parties.

9.3 Where possible, we will provide you with reasonable notice of any disruptions to your access to our Services.

10 Termination

10.1 We may terminate this Agreement (meaning you will lose access to our Services, including access to your Account, and any Subscription will be cancelled) if:

- a. you fail to pay your Subscription Fees when they are due;
- b. you or your Authorised Users breach this Agreement and do not remedy that breach within 14 days of us notifying you of that breach;
- c. you or your Authorised Users breach this Agreement and that breach cannot be remedied; or
- d. (to the extent permitted under the Corporations Act 2001 (Cth)) you experience an insolvency event (including but not limited to bankruptcy, receivership, voluntary administration, liquidation, or entering into creditors' schemes of arrangement).

10.2 You may terminate this Agreement if:

- a. we breach this Agreement and do not remedy that breach within 14 days of you notifying us of that breach; or
- b. we breach this Agreement and that breach cannot be remedied, and
- c. if you have paid Subscription Fees upfront, you will be issued a pro-rata refund of any unused Subscription Fees based on the portion of the then-current Subscription Period remaining when terminating under this clause.

10.3 You may also terminate this Agreement at any time by giving us 30 days' notice to our email for notices (as set out in clause 11.12), and if you have a Subscription,

termination will take effect at the end of your current Subscription Period.

10.4 Unless otherwise agreed between the Parties, if this Agreement is terminated by us, then any current Statement of Work will also terminate on the date of termination and we will immediately cease supplying the Additional Services.

10.5 Subject to clause 5.12, upon termination of this Agreement, we will retain Your Data (including copies) as required by law or regulatory requirements.

10.6 Termination of this Agreement will not affect any other rights or liabilities that we or you may have.

11 General

11.1 Amendment: This Agreement may only be amended if we and you agree in writing.

11.2 Assignment: You may not transfer or assign this Agreement (including any benefits or obligations you have under this Agreement) to any third party without our prior written consent. We may assign or transfer this Agreement to a third party, or transfer any debt owed by you to us to a debt collector or other third party.

11.3 Disputes: Neither we or you may commence court proceedings relating to any dispute, controversy or claim arising from, or in connection with, this Agreement (including any question regarding its existence, validity or termination) (Dispute) unless we and you first meet (in good faith) to resolve the Dispute. Nothing in this clause will operate to prevent us or you from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction.

11.4 If the Dispute is not resolved at that initial meeting either Party may:

- a. where you are resident or incorporated in Australia, refer the matter to mediation, administered by the Australian Disputes Centre in accordance with Australian Disputes Centre Guidelines for Commercial Mediation; or
- b. where you are not resident or incorporated in Australia, refer the matter to arbitration administered by the Australian Centre for International Commercial Arbitration, with such arbitration to be conducted in Sydney, New South Wales, before one arbitrator, in English and in accordance with the ACICA Arbitration Rules.

11.5 Electronic Execution: This Agreement may be executed using an Electronic Signature. The Parties acknowledge and agree that if a Party executes this Agreement using an Electronic Signature, then the Party is taken to have entered into this Agreement in electronic form and the Electronic Signature is deemed to be an original execution of the Agreement by the Party. "Electronic Signature" means an electronic method of signing that identifies the person and indicates their intention to sign this Agreement, which may include software programs such as DocuSign.

11.6 Force Majeure: Neither Party will be liable for any delay or failure to perform their respective obligations under this Agreement if such delay or failure is caused or

contributed to by a Force Majeure Event, provided that the Party seeking to rely on the benefit of this clause:

- a. as soon as reasonably practical, notifies the other Party in writing details of the Force Majeure Event, and the extent to which it is unable to perform its obligations; and
- b. uses reasonable endeavours to minimise the duration and adverse consequences of the Force Majeure Event.

11.7 Where the Force Majeure Event prevents a Party from performing a material obligation under this Agreement for a period in excess of 60 days, then the other Party may by notice terminate this Agreement, which will be effective immediately, unless otherwise stated in the notice. This clause will not apply to a Party's obligation to pay any amount that is due and payable to the other Party under this Agreement.

11.8 Governing law: This Agreement is governed by the laws of New South Wales, and any matter relating to this Agreement is to be determined exclusively by the courts in New South Wales and any courts entitled to hear appeals from those courts.

11.9 Illegal Requests: We reserve the right to refuse any request for or in relation to our Services that we deem inappropriate, unethical, unreasonable, illegal or otherwise non-compliant with this Agreement.

11.10 Marketing: You agree that we may send you and your Authorised Users electronic communications about our products and services. You may opt-out at any time by using the unsubscribe function in our electronic communications.

11.11 Nature of Legal Relationship: This Agreement does not create, and should not be interpreted so as to create, a partnership, joint venture, employment or agency relationship between us and you.

11.12 Notices: You must send us notices to support@ddloop.app. Any notice we send to you will be sent to the email address registered against your Account or relevant Order Form. Notice is deemed to have been served at the time of transmission.

11.13 Publicity: You agree that we may advertise or publicise the fact you are a customer of ours, for example on our website or in our promotional material, and you grant us a right to display and use your logo and branding solely for that purpose.

11.14 Subcontracting: We may subcontract the provision of any part of our Services without your prior written consent. We agree that any subcontracting does not discharge us from any liability under this Agreement and that we are liable for the acts and omissions of our subcontractor.

11.15 Survival: Clauses 5 to 9 will survive the termination or expiry of this Agreement.

11.16 Third Party Sites: Our Platform may contain links to websites operated by third parties. Unless we tell you otherwise, we do not control, endorse or approve, and are not responsible for, the content on those websites. We recommend that you make your own investigations in

relation to the suitability of those websites. If you purchase goods or services from a third party website linked from our Platform, those goods or services are being provided by that third party, not us.

12 Definitions

Account means an account accessible to the individual or entity who signed up to our Services, under which Authorised Users may be granted with access.

Authorised User means a user that you have invited to use the Platform through your Account.

Back-end Data means data or information that is generated as a result of your usage of our Services that is a back-end or internal output or an output otherwise generally not available to users of our Services, but does not include Search Outputs.

Consequential Loss includes any consequential loss, special or indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise. However, your obligation to pay us any amounts for access to or use of our Services (including our Platform) will not constitute "Consequential Loss".

Force Majeure Event means any event or circumstance which is beyond a Party's reasonable control including but not limited to, acts of God including fire, hurricane, typhoon, earthquake, landslide, tsunami, mudslide or other catastrophic natural disaster, civil riot, civil rebellion, revolution, terrorism, insurrection, militarily usurped power, act of sabotage, act of a public enemy, war (whether declared or not) or other like hostilities, ionising radiation, contamination by radioactivity, nuclear, chemical or biological contamination, any widespread illness, quarantine or government sanctioned ordinance or shutdown, pandemic (including COVID-19 and any variations or mutations to this disease or illness) or epidemic.

Liability means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or us or you or otherwise.

Personal Information means any information or opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not, and whether the information or opinion is recorded in a tangible form or not.

Platform means our cloud-based platform, available on our website.

Raw Public Data means raw data received from third party data providers that is not linked to any particular customer.

Search Fees means the fees charged for utilising the search functions or other charged features on the Platform. These fees facilitate access to external databases, directories or registries allowing users to retrieve and view relevant information or records.

Security Incident means the actual or likely occurrence of:

- a. a breach by either Party (or its Personnel) of clause 6; or
- b. an 'eligible data breach' (as that term is defined in the Privacy Act 1988 (Cth)).

Services means the services we provide to you, as detailed in clause 1.1, and includes any Additional Services in a Statement of Work (under clause 1.4).

Order Form means the Order Form executed by the parties in respect of the Services.

Search Outputs means the output, results or records retrieved from searches conducted on our Platform, including where sourced from government registries or Third Party Sources.

Statement of Work means a statement of work for the supply of Additional Services.

Subscription means the Subscription plan you have chosen through our Platform or Order Form, which you use to access certain features and benefits.

Subscription Features means the features and limitations of your chosen Subscription, as set out in the Order Form.

Subscription Fees means the fees you pay to us to access your chosen Subscription, as set out in the Order Form.

Subscription Period means the duration of your Subscription, as set out in the Order Form.

Third Party Sources means the third parties to whom we pass through information that you provide when using our Services, and who then return results to us.

Your Data means the information, materials, logos, documents, qualifications and other intellectual property or data supplied by you and your Authorised Users when receiving our Services or stored by your use of our Services, including any Personal Information collected, used, disclosed, stored or otherwise handled in connection with our Services. Your Data does not include any Back-end Data.

Your Search History means records linking you to your search subjects, project names and project IDs used when conducting searches on our Platform.