

DisplaySweet Terms and Conditions

1. Overview

Thank you for using DisplaySweet.

Please read these terms and conditions (**Terms**) carefully as they form the general contract between you, our customer (**you, your**), and Display Sweet Pty Ltd ACN 613 256 054 or DisplaySweet Inc., as identified in the applicable Order Form (**DisplaySweet, we, us, our**), for the purchase of access to the Platform and/or Services described in a mutually agreed Order Form.

These Terms, any Order Form(s), our [Privacy Policy](#), the [End User License Agreement](#) (**EULA**), the applicable [Service Level Agreement](#) (SLA), the applicable Welcome Pack, and all policies and guidelines published on the Platform from time to time form the entire agreement between you and us (together, **Agreement**). If you do not accept any terms of the Agreement, you must cease using the Platform immediately.

The use of the website located at displaysweet.com (**Site**), and all DisplaySweet brand products, services, tools, web applications, and any other technology platforms or tools located at any DisplaySweet websites, including without limitation, successor website(s) thereto (collectively, the "**Site Services**") is governed by DisplaySweet's Terms of Service.

2. Term

This Agreement commences on the Commencement Date and continues for the term indicated on the Order Form, unless terminated earlier in accordance with clause 16 of this Agreement (**Initial Term**).

3. Order Forms

3.1 General

It is important that you carefully read this Agreement. By executing an Order Form for the provision of Services and/or access to the Platform, you:

(a) agree to this Agreement and you enter into a legally binding agreement with us from the Commencement Date;

(b) acknowledge that you have read and understood this Agreement; and

(c) warrant that you have the authority to enter into this Agreement on your own behalf and on behalf of the entity that has executed the Order Form.

3.2 Order Forms

(a) Subject to compliance with your obligations, DisplaySweet shall provide the Services and/or access to the Platform specified in an Order Form.

(b) Each Order Form shall set out the particular details of the parties' agreement as to the provision of Services and/or access to the Platform from DisplaySweet to you, including any applicable milestones, deliverables, specifications or other requirements.

(c) Absent the execution of an Order Form specifying the delivery of any Services and/or Platform access, the Agreement does not, in and of itself, represent a commitment by DisplaySweet to deliver any products or services.

(d) Provision of Services or Platform access to you does not constitute acceptance of any of your terms and conditions and does not serve to modify or amend the Agreement. The Agreement prevails over any of your general terms and conditions regardless of whether or when you have submitted your request for proposal, order, or such terms.

4. Access to Platform

4.1 Acknowledgments

By accessing and using the Platform, you agree and acknowledge that:

(a) in addition to these Terms, your access and/or use of our Platform is subject to the additional terms and conditions of our EULA and Privacy Policy, each of which is incorporated herein by reference, which you will also be prompted to acknowledge and agree that you have reviewed and accepted by clicking "I Accept" or "I Agree" when prompted on the Platform;

(b) unless you notify us in writing that you opt out, you grant us a worldwide, perpetual, irrevocable, non-exclusive, transferable, sublicensable, royalty-free right and license to use, copy, display, enhance and modify any material or information uploaded, created, generated or transmitted by Users through the Platform (**User Content**) as part of DisplaySweet's product offerings and marketing, promotional and educational materials. DisplaySweet's use of Personal Information, engagement data and project data under this clause is subject to clause 10; and

(c) we are not responsible for, and have no control over, the use of the Platform by other Users and we have no control over the accuracy of User Content.

4.2 Subscription

(a) By creating an account with us on the Platform (Account), you are registering for a subscription to the Platform. The length, type and features of your Platform subscription (Subscription) will be in accordance with the Order Form.

(b) At least 30 days prior to the expiry of the Initial Term, including other Subscription terms set forth in additional Order Forms, DisplaySweet will contact you to confirm your Subscription renewal. Unless you confirm otherwise, your Subscription will automatically renew for 30-day intervals (Renewal Period) unless terminated in accordance with this Agreement.

(c) A Subscription can be terminated at any time within a Renewal Period, with such termination to take effect at the end of the current Renewal Period.

(d) You understand and agree that one Subscription will be created per Order Form. Should you require multiple Subscriptions, you will be required to complete multiple Order Forms.

(e) In the event that the project listed on an Order Form completes or you cancel, remove or inactivate your Subscription from the Platform prior to the end of the Subscription term:

(i) any remaining Subscription term under that Order Form is not transferable to another Order Form; and

(ii) DisplaySweet will not be required to provide any refunds or rebates.

5. Your Data and Customization

5.1 Platform Customization

You will have the ability to customize the Platform (**Customization**). In completing the Customization, you:

(a) understand and agree that, subject to the terms and conditions of the EULA, DisplaySweet grants to you a non-transferable, non-sublicensable, non-exclusive, revocable, worldwide license, subject to any legal restrictions on export or use, to use the Customization solely in connection with your use of the Platform and not on a standalone or separate basis;

(b) warrant that any of Your Data will be free from bugs, malware, malicious code and viruses, or any other thing with the potential to cause harm to the Platform or DisplaySweet's systems;

(c) warrant that Your Data does not infringe on any Third Party IP and DisplaySweet's use of Your Data on the Platform will not cause it to infringe the rights of any third party;

(d) understand and agree that DisplaySweet bears no responsibility for the accuracy or interpretation of Your Data; and

(e) are responsible for all disclaimers required for Your Data, including artist impressions and visual representations, and their compliance with applicable law. DisplaySweet is not responsible for any omission or non-compliance.

5.2 Our input of Your Data

(a) You understand and agree that, where DisplaySweet carries out Customization on your behalf, DisplaySweet will input Your Data in accordance with any specifications or requirements specified by you in the Order Form and DisplaySweet:

(i) bears no responsibility or liability for any error in Your Data or its input into the Platform; and

(ii) is not obligated to provide you with a refund in the event that the Order Form contains incorrect details.

(b) Where we input Your Data into the Platform on your behalf, you agree and acknowledge that DisplaySweet and its subcontractors:

(i) in consideration for your right to upload content to the system, are granted an irrevocable, perpetual, worldwide, non-exclusive, royalty-free license, under all Intellectual Property Rights, to use, display, copy, modify, reproduce and make derivative works of all or any of the content or material in the DisplaySweet system and adapt any content or material you provide to us during the Term to best suit the system. For the avoidance of doubt, this license survives termination of this Agreement by you or us; and

(ii) may, upon your request, use either human translation or computer-generated translation services to provide your content in languages other than English. DisplaySweet bears no

responsibility or liability for any errors in Your Data when displayed in a language other than English.

6. Services and Hardware

6.1 Services supplied by us

(a) Where DisplaySweet agrees to provide you with Services in accordance with the Order Form:

(i) DisplaySweet will provide the Services at and from the location(s) identified in the applicable Order Form, whether owned or operated by you (**Services Location**); and

(ii) if DisplaySweet personnel are onsite at any of your premises, DisplaySweet shall comply with all applicable policies and procedures regarding property access, security and safety which have been provided to DisplaySweet in writing reasonably in advance.

(b) You acknowledge and agree that you are responsible for independently verifying that any recommendations made by DisplaySweet, including recommendations regarding the sourcing of Hardware, are appropriate for your intended uses, and that you do not rely solely upon any skill or judgment of DisplaySweet in connection with such recommendation.

(c) You must comply with the applicable Welcome Pack.

(d) Implementation support is limited to the inclusions in the applicable Welcome Pack. You are responsible for all self-service and allocated configuration tasks. Any additional Customer Success or consultancy services, including due to re-scoping, are at DisplaySweet's discretion and subject to a new Order Form.

(e) DisplaySweet may offer expedited delivery at its discretion, subject to additional fees under a new Order Form. You must comply with the applicable expedited requirements in the Welcome Pack. Reducing standard implementation and testing periods may cause temporary performance issues and require further stabilization after launch.

6.2 Hardware supplied by us

(a) Where DisplaySweet agrees to provide you with Hardware in accordance with the Order Form:

(i) the price for the supply of the Hardware will be as set out in the Order Form;

(ii) you understand and agree that Hardware features may vary and may not be compatible with your desired layout;

(iii) you acknowledge and agree that the Hardware will be subject to the manufacturer's standard warranty period; and

(iv) access to support for your Hardware from DisplaySweet is limited to receiving our assistance to contact the manufacturer or supplier as appropriate and is at our discretion and only within the Term.

(b) If Hardware is not purchased within 90 days after acceptance of the applicable Order Form because you have not completed the applicable Welcome Pack requirements or paid the

amounts required under the Order Form, DisplaySweet may re-quote the Hardware and you must pay any price increase.

6.3 Hardware not supplied by us

Where you choose to provide your own Hardware, you understand and agree that:

(a) DisplaySweet makes no warranties or representations as to the compatibility of your Hardware with the Platform; and

(b) updates to the Platform may impact the display or render the Platform incompatible with your Hardware and you agree to make any required updates to, or replacement of, your Hardware to enable continued access to the Platform, at your cost.

6.4 Hardware implementation

Where DisplaySweet provides hardware implementation, you must comply with the applicable Hardware Implementation Guide, complete all required forms and provide all required information. Installations must be booked at least 14 days in advance and are subject to installer availability. If you cancel or reschedule an installation, the applicable cancellation fee will apply, and any new date is subject to installer availability.

6.5 iPad Requirements

(a) To run the Platform on an iPad, you must use an iPad Pro with:

(i) an Apple M5 chip or later;

(ii) iPadOS 26 or later;

(iii) at least 2GB of available storage; and

(iv) an active internet connection.

(b) Downloads through the Apple App Store are only available in regions supported by DisplaySweet.

(c) DisplaySweet makes no warranties or representations as to the Platform's compatibility with any other device.

7. Payment Terms

7.1 Fees

(a) In consideration for our provision of the Platform and/or Services, you agree to pay DisplaySweet the Fees in accordance with this Agreement and the applicable Order Form, which are non-refundable unless expressly provided for in these Terms.

(b) You understand that upon payment of the Deposit, DisplaySweet will purchase any Hardware requested by you in the Order Form.

(c) Unless otherwise set forth in the applicable Order Form, Fees for the Platform and/or Services will be invoiced monthly in advance.

(d) All Fees, charges and prices are stated in the local currency set forth in the applicable Order Form and are exclusive of applicable taxes, unless otherwise stated. Fees may be converted to your local currency at the time of payment. We will be entitled to add GST for any supply in Australia or value added tax as applicable in the relevant jurisdiction.

(e) Except as set forth in the applicable Order Form, all Fees are due and payable to DisplaySweet within thirty (30) days of receipt of DisplaySweet's invoice. You acknowledge and agree that access to the Platform is conditional on timely payment of all Fees by you.

(f) We reserve the right to change the pricing terms for the Platform at any time and we will provide Users with reasonable notice of any fee changes before they become effective. Changes to the pricing terms will not apply retroactively and will only apply to Platform renewals after such changed pricing terms have been communicated to you and/or the general public.

(g) You are responsible for paying all fees and taxes in respect of your Account and we reserve the right to charge you such applicable taxes.

7.2 Change Requests

You understand and agree that where you request changes to the specifications detailed in an Order Form after our acceptance of that Order Form (**Change Request**):

(a) a Change Request will only be considered if submitted using DisplaySweet's Update Request Form;

(b) approval of any Change Request is at DisplaySweet's discretion; and

(c) an approved Change Request may affect project timelines and incur additional fees.

7.3 Payment method

(a) All credit card payments are subject to validation checks and authorizations by the card issuer. If the issuer of your payment card refuses to or does not for any reason authorize payment of the Fees, the payment will not be processed.

(b) If the applicable Fee is not paid to us for any reason by the due date, we may, at our discretion:

(i) cancel your Account;

(ii) temporarily suspend your access to all or some of the features of the Platform until payment of the Fees is received by us in full;

(iii) temporarily suspend your access to all or some of the Services until payment of the Fees is received by us in full;

(iv) retract any discount or rebate offers previously made available to you;

(v) demand that any fees payable by you on any other Order Forms become immediately due and payable;

(vi) claim from you, as an overdue payment, our reasonable costs of recovering the outstanding Fees; and

(vii) charge you interest on any overdue amount at a rate equal to the lesser of:

(A) 5% per calendar month; or

(B) the maximum rate permitted by applicable law.

(c) If DisplaySweet suspends or terminates access to the Services and/or Platform, DisplaySweet will not be responsible for any damages, including Consequential Loss, incurred as a result of the suspension or termination of the Services and/or Platform.

8. Intellectual Property Rights

8.1 Contributed Materials

(a) All right, title and interest throughout the world, including all Intellectual Property Rights in and related to the Platform and all related manuals, guides and reference materials provided by DisplaySweet, in whatever form or medium, related to the use and maintenance of the Platform, and all Materials related to the Platform (collectively, DisplaySweet Materials), are solely and exclusively owned by, and are hereby exclusively reserved to, DisplaySweet. Other than the license rights expressly granted herein, including the EULA, no other right, title or interest in or to the DisplaySweet Materials or any of its components is transferred or granted to you under this Agreement or otherwise.

(b) Clause 8.1(a) also applies to any adaptations or derivatives of DisplaySweet Materials as follows:

(i) where Australian laws apply, clause 8.1(a) applies to adaptations of the DisplaySweet Materials as defined under Australia's Copyright Act 1968 (Cth); and

(ii) where US laws apply, clause 8.1(a) applies to derivative works of the DisplaySweet Materials as defined under the United States Copyright Act, as amended, located at Title 17 U.S.C., as applied to software by statute and at law.

(c) Each of DisplaySweet and you possesses certain Background Intellectual Property which they may contribute, portions of such materials, to the Services or Platform under an Order Form (Contributed Materials).

(d) Each party exclusively retains all Intellectual Property Rights in and to its respective Contributed Materials and all derivative works and improvements to such Contributed Materials.

(e) Each party hereby grants to the other such limited license rights in and to its respective Contributed Materials as are necessary to permit the other party to perform its obligations and exercise its rights under this Agreement. Notwithstanding the foregoing sentence, you hereby grant to DisplaySweet and its subcontractors a perpetual, irrevocable, paid-up, royalty-free, worldwide, non-exclusive right and license to copy, use, display, modify, reproduce and make derivative works of your Contributed Materials during the Term and following the termination or expiration of this Agreement that are incorporated or embedded in or required for the use of any Developed Material(s).

8.2 Developed Material

(a) As between DisplaySweet and you, DisplaySweet will exclusively own, and you hereby assign to DisplaySweet on creation, any and all Developed Materials, including all existing and future Intellectual Property Rights in and to the same; provided, however, such ownership shall expressly exclude Your Data or your Contributed Materials embedded in the Developed Materials. You agree to do all things necessary to assign or transfer ownership of Developed Material to DisplaySweet.

(b) Subject to the terms and conditions of this Agreement, including the payment of all applicable Fees due and payable, and except as otherwise set forth in the applicable Order Form, DisplaySweet hereby grants to you a royalty-free, revocable, worldwide, non-exclusive, non-transferable, except for a permitted assignment, fully paid license to access, use, install, display, perform, reproduce and internally distribute the Developed Material solely for the purposes contemplated by this Agreement and solely in connection with your use of the Platform.

8.3 Third Party Materials

Performance of the Services may require, and/or you may request, that DisplaySweet use certain hardware, equipment, software or interfaces owned by or leased or licensed from third parties (collectively, **Third Party Materials**).

DisplaySweet does not guarantee that any integration or synchronization will be continuous or error-free. If DisplaySweet becomes aware of a synchronization failure caused by its systems, it will use reasonable efforts to notify you.

You are responsible for verifying the accuracy and completeness of all data and maintaining independent records. To the maximum extent permitted by law, DisplaySweet is not liable for any lost, delayed, duplicated, inaccurate or unsynchronized data.

DisplaySweet is not responsible for content displayed through an iframe or any third-party or external source linked to the Platform.

Unless otherwise stated in an agreement signed by the owner of the Third Party Materials, such owner shall exclusively retain all intellectual property rights, proprietary rights and moral rights in and to the Third Party Materials.

8.4 Consents

(a) You will obtain, maintain and comply with all licenses, consents, authorizations and approvals (Consents) necessary to allow DisplaySweet to:

- (i) use your Contributed Materials;
- (ii) use the Third Party Materials provided by you;
- (iii) use Your Data; and
- (iv) create and own the Developed Materials.

(b) You will pay all costs and expenses with respect to obtaining, maintaining and complying with all such Consents. DisplaySweet will be required to obtain Consents that allow you to use

the DisplaySweet Contributed Materials and the Third Party Materials licensed, purchased or leased by you from DisplaySweet under this Agreement.

8.5 Residual Knowledge

Each party is free to use any generalized ideas, concepts, know-how or techniques that are developed or provided by the other or jointly by both parties during the term of this Agreement, so long as it does not use the Confidential Information of the other party.

Subject to the restrictions set forth herein, DisplaySweet is free to enter into similar agreements with third parties and to develop and provide to such third parties materials or services that are the same as or similar to those provided under this Agreement.

8.6 Reservation of Rights

All rights not expressly granted herein are reserved by DisplaySweet, our affiliates and licensors. You agree to abide by all additional restrictions displayed on the Services and the Platform, as they may be updated from time to time.

9. Feedback

By sending us any feedback, comments, questions, ideas, proposals or suggestions concerning DisplaySweet or our Platform or Services, whether online, by email, by postal mail or otherwise (collectively, Feedback), you represent and warrant:

- (a) that you have the right to disclose the Feedback;
- (b) that the Feedback does not violate the rights of any other person or entity, including Intellectual Property Rights, such as infringing a copyright, trademark or patent, violating a right of privacy, attribution or withdrawal, or otherwise misappropriating a trade secret; and
- (c) that your Feedback does not contain the confidential or proprietary information of any third party or parties.

By sending us any Feedback, you further:

- (a) agree that we are under no obligation of confidentiality, express or implied, with respect to the Feedback;
- (b) acknowledge that we may have something similar to the Feedback already under consideration or in development; and
- (c) grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license, under all Intellectual Property Rights, to use, make, have made, incorporate into our Platform and/or Services, modify, copy, display, perform, distribute, prepare derivative works, publish, distribute and sublicense the Feedback, without any credit or compensation to you.

This Feedback section shall survive any termination of the Agreement.

You acknowledge that you are not, nor will you be, the exclusive customer of DisplaySweet.

10. Confidentiality and Privacy

10.1 Confidentiality obligations

The parties acknowledge and agree that each of them must:

- (a) not disclose the other party's Confidential Information to any person except as permitted under clause 10.2;
- (b) only use or copy the other party's Confidential Information for the purposes of performing its obligations under this Agreement or any relevant Order Form; and
- (c) take steps reasonably necessary to secure the other party's Confidential Information against theft, loss or unauthorized disclosure.

10.2 Permitted disclosures

You or DisplaySweet (Receiving Party) may disclose the Confidential Information:

- (a) to a Representative of the Receiving Party whose duties justify a need to know such Confidential Information, who is notified of their burden of confidentiality and, in the case of those who are not officers, directors or employees of the Receiving Party, who has signed a non-disclosure agreement containing restrictions, terms and conditions that are at least as restrictive as those set forth herein;
- (b) with the other party's prior written consent;
- (c) as required to be disclosed by any law or the listing rules of any stock exchange where that party's securities are listed or quoted; or
- (d) as expressly permitted by this Agreement.

10.3 Return and destruction of Confidential Information

Subject to clause 10.4, within 10 Business Days of expiry or termination of this Agreement or at the request of the party to whom the Confidential Information belongs, each party must, at the other party's option, return, erase or destroy any Confidential Information belonging to the other party in all documents and other materials in any medium in the possession or under the power or control of the party or any of its Representatives.

10.4 Return exceptions

If a party must retain the other party's Confidential Information for the purpose of:

- (a) complying with any applicable law;
- (b) litigation;
- (c) internal quality assurance and record-keeping; or
- (d) performing its obligations or exercising its rights under this Agreement,

it may retain and use it solely for this purpose, provided that the terms of this Agreement shall survive termination and apply to such Confidential Information until it is securely destroyed after it is no longer required for this purpose.

10.5 Ownership of Confidential Information

Except as expressly provided herein, nothing in this Agreement shall be construed to grant a party any right, title or interest, including any license, in or to Confidential Information of the other party.

10.6 Privacy

(a) We collect, use and disclose any Personal Information you provide us when accessing or using the Platform and/or Services in accordance with our Privacy Policy. For more information on our information collection, sharing and handling practices, please view our [Privacy Policy](#).

(b) You warrant that you have provided all required notices and obtained all required consents to disclose Personal Information to DisplaySweet for the purposes described in this Agreement and the Privacy Policy. You must not provide DisplaySweet with Personal Information where you have not done so.

(c) Each party agrees to:

(i) comply with all Privacy Laws in relation to Personal Information, even if a party is not an entity regulated under those Privacy Laws;

(ii) only collect, store, use, disclose or otherwise deal with Personal Information in accordance with all Privacy Laws;

(iii) only use or disclose Personal Information in accordance with this Agreement and the Privacy Policy;

(iv) ensure any person to whom it discloses Personal Information is aware of and complies with the party's obligations under this clause 10.6;

(v) not do any act, engage in any practice, omit to do any act or omit to engage in any practice that:

(A) would result in a breach of a Privacy Law if the Privacy Law applies to those things done, engaged in or omitted to be done by the party; or

(B) would cause the other party to breach or be taken to breach a Privacy Law; and

(d) DisplaySweet may disclose Personal Information to DisplaySweet's Representatives to the extent they have a need to know for the purposes of providing the Platform.

10.7 Data use

DisplaySweet will handle data under this clause in accordance with Privacy Laws and the Privacy Policy.

(a) DisplaySweet may use Personal Information, engagement data and project data internally to analyze market trends, measure performance and improve its products and services.

(b) DisplaySweet may use and disclose aggregated or de-identified insights for analytics, research, benchmarking, industry and market reports, and its products and services, provided no client, project or individual can reasonably be identified.

(c) DisplaySweet will not sell Personal Information or disclose contact details collected through a client project to third parties for their own marketing or sales purposes.

(d) Following expiry or termination of a Subscription, DisplaySweet may retain, delete or de-identify Your Data. DisplaySweet may continue to use project and engagement data internally under clause 10.7(a), and aggregated or de-identified insights under clause 10.7(b).

10.8 Audio recording

DisplaySweet allows audio recording of sales presentation sessions to create AI-generated summaries, analytics and training improvements.

The user who starts a recording, whether an agent or developer representative, is responsible for advising all participants and obtaining their consent as required by applicable laws.

DisplaySweet does not independently collect consent from session participants.

11. Warranties

11.1 DisplaySweet Makes No Representations or Warranties and Disclaimer

(a) You acknowledge and agree that DisplaySweet does not represent or warrant that:

(i) any result or objective can or will be achieved as a result of your use of the Services, Developed Materials or other materials;

(ii) the Services, Developed Materials or other materials will function or operate in conjunction with any other product or hardware; and

(iii) the Services, Developed Materials or other materials will be fit for purpose, operable, uninterrupted, accurate or error-free, or that they will meet your requirements.

(b) THE SERVICES, DEVELOPED MATERIAL AND OTHER MATERIALS ARE PROVIDED "AS-IS" AND "AS AVAILABLE" AND THEIR USE IS AT YOUR OWN RISK. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, DISPLAYSWEET SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

(c) DISPLAYSWEET DOES NOT REPRESENT OR WARRANT THAT:

(i) OUR SERVICES WILL BE TIMELY OR ERROR-FREE;

(ii) THE QUALITY OF THE SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS;

(iii) THE RESULTS, RECOMMENDATIONS OR INFORMATION THAT MAY BE OBTAINED IN CONNECTION WITH THE SERVICES WILL BE ACCURATE OR RELIABLE; OR

(iv) THE SERVICES WILL RESULT IN ANY SPECIFIC OUTCOMES.

11.2 Your Representations and Warranties

You warrant to us that:

- (a) you have the authority to grant the licenses under this Agreement;
- (b) you have attended to all backups and have maintained copies of Your Data, and you acknowledge that we are not responsible for maintaining or storing Your Data;
- (c) the use by us of Your Data will not result in any unauthorized use of the rights of any person;
- (d) you have the authority to enter into, perform and observe your obligations and rights under this Agreement; and
- (e) you have the authority to agree to this Agreement.

12. Indemnity

12.1 Indemnification

You shall defend, indemnify and hold harmless DisplaySweet and its officers, directors, employees and agents from and against all costs, expenses, damages, losses and liabilities, including reasonable attorneys' fees, arising out of or related to any third-party claim alleging:

- (a) your violation of applicable laws, rules or regulations;
- (b) that your Contributed Materials, Your Data or any software, hardware, interfaces or other items created, modified or provided by you pursuant to this Agreement violate, infringe or misappropriate any third-party Intellectual Property Rights;
- (c) a breach by you of your confidentiality or data security obligations; or
- (d) fraud, gross negligence or willful misconduct by you, your directors, officers, employees, independent contractors or agents.

12.2 Indemnification Procedures

Upon commencement of any indemnified claim, DisplaySweet shall give you notice thereof as promptly as practicable, and you shall have the sole ability to defend and settle the third-party claim, provided that you shall not settle the claim in any way other than the payment of money, provided that customary confidentiality and non-defamation provisions applicable to DisplaySweet may be agreed.

DisplaySweet shall cooperate, at your cost, in all reasonable respects with you and your attorneys in the investigation, trial and defense of such claim and any appeal arising therefrom. However, DisplaySweet may, at its own cost and expense, participate, through its attorneys or otherwise, in such investigation, trial and defense of such claim and any appeal arising therefrom.

If you do not assume full control over the defense of a claim subject to such defense as provided in this clause 12.2, DisplaySweet shall have the right to defend the claim in such manner as it may deem appropriate, at your cost and expense.

13. Limitations of Liability

13.1 No Consequential Loss

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER DISPLAYSWEET NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES ARE LIABLE TO YOU FOR ANY CONSEQUENTIAL LOSSES, AS THAT TERM IS DEFINED HEREIN.

13.2 Cap on Liability

(a) IN ALL EVENTS, THE AGGREGATE, CUMULATIVE LIABILITY OF DISPLAYSWEET FOR ANY AND ALL CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL FEES ACTUALLY PAID TO DISPLAYSWEET BY YOU UNDER THE APPLICABLE ORDER FORM IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE CLAIM.

(b) TO THE EXTENT PERMITTED BY THE LAWS IN THE RELEVANT JURISDICTION, CLAIMS FOR DAMAGES MUST BE MADE WITHIN ONE (1) YEAR OF THE INCIDENT TO WHICH THEY RELATE OR BE FOREVER BARRED. THE LIMITATIONS AND EXCLUSIONS SET FORTH IN THIS SECTION SHALL APPLY TO ALL CLAIMS OR CAUSES OF ACTION IN THE AGGREGATE, WHETHER FOR BREACH OF WARRANTY OR ANY OBLIGATION ARISING THEREFROM OR OTHERWISE, WHETHER LIABILITY IS ASSERTED IN CONTRACT OR TORT, INCLUDING NEGLIGENCE, MISREPRESENTATION AND STRICT PRODUCT LIABILITY, AND IRRESPECTIVE OF WHETHER THE PARTY HAS ADVISED OR HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH CLAIM, LOSS OR DAMAGE. YOU HEREBY WAIVE ANY CLAIM THAT THESE LIMITATIONS OR EXCLUSIONS DEPRIVE YOU OF AN ADEQUATE REMEDY.

(c) Where Australian law is applicable, for the avoidance of doubt, nothing in this Agreement is intended to limit or exclude your consumer guarantees under the Australian Consumer Law.

14. Force Majeure and Excuse from Performance

14.1 Force Majeure

Where a Force Majeure Event gives rise to a failure or delay in either party performing its obligations under this Agreement, other than obligations to make payment hereunder, those obligations will be suspended for the duration of the Force Majeure Event.

A party who becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in performing its obligations under this Agreement will promptly:

(a) notify the other as to the nature and scope of the Force Majeure Event; and

(b) to the extent known, inform the other of the period for which it expects that such failure or delay will continue.

The affected party will take reasonable steps to mitigate the effects of the Force Majeure Event.

Force Majeure Event means an event, or a series of related events, that is outside the reasonable control of the party affected, including power failures, industrial disputes affecting any third party, changes in the law, acts of God, natural disasters, quarantine restrictions, acts of war, acts of a public enemy, acts of a nation or any state, territory, province or other political division, pandemics, epidemics, labor disputes, labor shortages, explosions, fires, floods, riots, civil insurrection, civil disorders, rebellions or revolutions, theft, mass shootings, terrorist attacks and wars.

14.2 Excuse From Performance

DisplaySweet will be excused from failures to perform the Services to the extent caused by your acts or omissions, or where you or your agents fail to perform any obligations identified in the applicable Order Form in a timely manner or commit any other act or omission that causes DisplaySweet's failure to perform the Services.

DisplaySweet shall be entitled to be compensated for any additional material costs incurred as a result of any delay or failure to perform on your part.

15. Dispute Resolution

(a) A party must not commence legal proceedings relating to this Agreement unless the party wishing to commence proceedings has complied with this clause 15. However, this clause will not apply where a party seeks urgent interlocutory relief from a court.

(b) If a dispute arises between the parties out of or relating to this Agreement:

(i) the party alleging the dispute must notify the existence and nature of the dispute to the other party within 10 days of the dispute arising (Dispute Notice);

(ii) upon receipt of a Dispute Notice, the parties must, within five days, engage in good-faith negotiations and use best endeavors to resolve the dispute;

(iii) if the dispute is not resolved as provided in paragraph (ii) within five days of receipt of the Dispute Notice, either party may refer the dispute to mediation as provided in paragraph (iv) and must do so before initiating proceedings in a court to resolve the dispute;

(iv) any dispute referred to mediation must be referred to the Resolution Institute and conducted in accordance with the Mediation Rules of the Resolution Institute, or the parties may appoint a mediator by mutual agreement; and

(v) if the dispute is not resolved within 30 days of referral to mediation, either party is free to initiate proceedings in a court in respect of the dispute.

16. Termination

16.1 Termination for cause

In addition to any other express right of termination granted to a party under this Agreement, either party may terminate an Order Form or this Agreement by giving notice with immediate effect if the other party:

(a) commits a breach of any of its material obligations under an Order Form or this Agreement and, if the breach is capable of remedy, does not remedy that breach within 30 days after receipt of notice of the breach or any further time allowed by the party; or

(b) suffers an Insolvency Event.

16.2 Consequences of termination for DisplaySweet's default

(a) If you terminate an Order Form or this Agreement under clause 16.1, you:

(i) will not be required to make any payment in respect of any Order Form particulars not yet commenced or supplied on the effective date of termination; and

(ii) may recover from DisplaySweet all money prepaid for any deliverables required under an Order Form that have not yet commenced or been supplied.

(b) After exercising your rights under this clause 16.2, you must pay the net amount outstanding to DisplaySweet.

16.3 Termination by DisplaySweet for your default

DisplaySweet may immediately terminate this Agreement and all Order Forms by notice to you if:

(a) you fail to make payment of any amounts due under this Agreement or an Order Form;

(b) DisplaySweet issues a notice to you that it intends to terminate this Agreement and all Order Forms pursuant to this clause 16.3 if payment of the outstanding amount, plus interest, is not received within 14 days of your receipt of the notice; and

(c) you fail to make payment of the outstanding amount plus interest within 14 days of receiving a notice in accordance with this clause 16.3.

16.4 Effect of termination

(a) If this Agreement is terminated by DisplaySweet under clause 16.1 or clause 16.3, all money owing by you to DisplaySweet under this Agreement and all Order Forms will immediately become due and payable to DisplaySweet.

(b) On termination or expiry of this Agreement, all money owing by you to DisplaySweet under this Agreement for the provision of the Platform and/or Services provided up to and including the date of termination will immediately become due and payable by you.

(c) Where DisplaySweet has ordered Hardware on your behalf and this Agreement is terminated under this clause 16, DisplaySweet will:

(i) provide you with the Hardware ordered as set out in the Order Form; or

(ii) where DisplaySweet is entitled to receive a refund from the supplier from which it ordered the Hardware, refund any balance of the Deposit to you, less its reasonably incurred costs.

16.5 Preservation of rights

On termination of this Agreement under this clause 16, each party retains its rights against the other party in respect of any past breach, in addition to any other rights, powers or remedies provided by law.

17. General

17.1 Notice

(a) A notice, consent, approval, waiver or other communication provided in connection with this Agreement must be in writing to DisplaySweet at the address set forth below or to you at the address set forth in the applicable Order Form.

(b) A notice may be given by hand delivery, post or email and is effective upon receipt.

(c) Notices to DisplaySweet shall be sent to Level 1, 257 Chapel Street, Prahran, VIC 3181, Australia.

17.2 Variation

We reserve the right, at our sole discretion, to vary, amend or otherwise modify any part of these Terms at any time.

We will publish the new Terms on the Platform and on our website, at which time they will be effective. Therefore, it is your responsibility to check the website and Platform regularly for changes to these Terms.

Your continued use of or access to the Platform or receipt of Services following the posting of the new Terms constitutes your acceptance of the new Terms.

17.3 Assignment

You must not assign or otherwise deal with all or any part of your rights or obligations under this Agreement without DisplaySweet's prior written consent, which may not be unreasonably withheld but may be given subject to reasonable conditions.

We may assign or otherwise deal with any of our rights or obligations under this Agreement without your prior consent.

17.4 No Waiver

No waiver of rights under this Agreement shall constitute a subsequent waiver of this or any other right under this Agreement.

Any failure on our part to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision.

17.5 Severability

If any provision of our Terms is unenforceable or invalid, it will be ineffective to the extent it is unenforceable or invalid and will not affect the enforceability or validity of the remaining provisions.

17.6 Survival

Termination or expiration in whole or in part of the Agreement does not affect provisions or obligations which by their nature survive termination, including clauses 8 (Intellectual Property Rights), 9 (Feedback), 10 (Confidentiality and Privacy), 11.1 (DisplaySweet Makes No Representations or Warranties and Disclaimer), 12 (Indemnity), 13 (Limitations of Liability), 15 (Dispute Resolution), 16 (Termination), 17.1 (Notice), 17.6 (Survival) and 17.9 (Governing Law and Jurisdiction).

17.7 Counterparts

(a) This Agreement may be executed by email and in any number of counterparts. All counterparts constitute an original document and, when taken together, will constitute one document.

(b) Where execution by a party requires more than one signature, the signatures may be on individual and separate counterparts.

17.8 Electronic Signature

The parties expressly consent and agree that this Agreement may be signed electronically, including through the exchange of scanned PDF signatures.

17.9 Governing law and jurisdiction

This Agreement is governed by the following:

(a) if your principal place of business is in the United States, the laws of the State of New York will govern, without giving effect to any conflict of law rule or other rule that could result in the application of laws of a different jurisdiction, including without regard to the United Nations Convention on the International Sale of Goods, and the parties consent to the exclusive jurisdiction of the state and federal courts located in New York County, New York; or

(b) if your principal place of business is in a country other than the United States, the laws in force in Victoria, Australia will govern, without giving effect to any conflict of law rule or other rule that could result in the application of laws of a different jurisdiction, including without regard to the United Nations Convention on the International Sale of Goods, and the parties submit to the exclusive jurisdiction of the courts of Victoria, Australia.

17.10 Entire Agreement

The Agreement is the entire agreement between the parties in respect of all matters dealt with by this Agreement and supersedes all prior discussions, representations, negotiations, understandings and agreements, both written and verbal, in relation to the subject matter of this Agreement.

18. Definitions and Interpretation

18.1 Definitions

In this Agreement, the following definitions apply:

Australian Consumer Law means Schedule 2 of the Competition and Consumer Act 2010 (Cth).

Background Intellectual Property means any and all Materials developed, owned by or licensed to a party:

(a) prior to the Commencement Date; or

(b) acquired or developed by a party during the Term outside the scope of this Agreement without the use of or reliance upon the other party's Materials.

Business Day means a day that is not a Saturday, Sunday or public holiday in Victoria, Australia.

Commencement Date means the date we accept your Order Form.

Confidential Information means all information, data or materials that a party may intentionally or inadvertently disclose, deliver or permit access to by the other party in the course of performance under these Terms.

Without limiting the generality of the definition of Confidential Information, the term Confidential Information shall also expressly include:

- (a) this Agreement and the information within this Agreement;
- (b) all information, know-how, ideas, concepts, technology, data, source or object code, designs, functions, features and performance notes, technical data and marketing information such as customer lists, financial information and business plans which is disclosed, communicated or delivered to, learned by or otherwise comes to the knowledge of or into the possession of the other party under or in connection with this Agreement; and
- (c) all other data, information and materials disclosed that a party identifies as secret, proprietary and/or confidential, or that a reasonable person would expect to be confidential given its content or the circumstances surrounding its disclosure.

Confidential Information does not include information:

- (i) which is or becomes generally available in the public domain, other than through any act or omission of the receiving party;
- (ii) lawfully received by the receiving party from an independent third party having the right to disseminate the information and without restriction on disclosure; or
- (iii) which has been independently developed by the receiving party with written evidence of such independent development.

Consequential Loss means the following, however arising, whether in contract, tort or under any other theory of liability, no matter how characterized, and even if it is foreseeable or the relevant party has been advised of the possibility of such damages or losses:

- (a) incidental, indirect, punitive, exemplary, special or consequential loss or damage; or
- (b) damages based on loss of revenue, profit, income, bargain, opportunity, use, production, business, goodwill or anticipated savings, loss caused by business interruption, or the cost of obtaining new financing or maintaining existing financing.

Deposit means the upfront amount payable upon DisplaySweet's acceptance of an Order Form.

Developed Material means all Material in any form, whether visible or not:

- (a) created by DisplaySweet specifically for you as a result of DisplaySweet's performance under this Agreement; and
- (b) all:
 - (i) outputs of the Services; and

(ii) tangible materials that are expressly identified as deliverables in an Order Form, other than Third Party IP and modifications or enhancements to your Contributed Materials.

Fees means the fees, including the Deposit, payable by you for DisplaySweet's provision of the Platform and/or Services, as specified in the Order Form.

GST means the goods and services tax imposed by A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Hardware means the devices required to access and operate the Platform, including iPhones, iPads, televisions and computers.

Insolvency Event means a liquidation or winding up, the appointment of a controller, administrator, receiver, manager or similar insolvency administrator to a party or any substantial part of its assets, or any event that has a substantially similar effect to the above events.

Intellectual Property Rights means all right, title and interest, including all copyright, patents, trademarks, design rights, trade secrets, circuit layouts, domain names, know-how and other rights of a similar nature, as well as all proprietary rights, including trade secrets, and moral rights, including the rights of authorship and attribution and subsequent modification, worldwide, whether registered or not, and any applications for registration or rights to make such an application.

Material means:

(a) all machine-readable executable object code and human-readable source code, in any language whatsoever and on any operating or database platform, system or environment whatsoever, as well as all computer system designs, user interfaces, commented source code, explanations, flow charts, schematics, algorithms, subroutine descriptions, class and object descriptions, memory and overlay maps, statements of principles of operations, architecture standards, data flow descriptions, class, base-class and sub-class descriptions, data structures, control logic and other computer formatting, programming or scripting code;

(b) all inventions and discoveries, whether or not patentable, reduced to practice or recorded in a medium;

(c) all published and unpublished works of authorship, including audio-visual works, "look and feel," artwork, illustrations, images, photographs and printed or graphic matter;

(d) all tangible materials, including all prototypes, models, designs, files, template libraries, tools, graphics, screen displays and/or their other user interface components or "look and feel," for US-based users having the same meaning as applied under Title 17 U.S.C., creative content, algorithms, formulae, data, information, reports and technologies; and

(e) business and technical requirements and system designs and architectures in any form or medium.

Order Form means the document the parties sign for you to order provision of the Platform and/or Services from DisplaySweet. For the avoidance of doubt, the parties may sign multiple Order Forms under this Agreement in relation to different Platform specifications.

Personal Information means data by which a person may be personally identified, including a person's name, postal address, email address, telephone number and any other information a party collects, including that which is defined as personal or personally identifiable information under applicable Privacy Laws.

Platform means any DisplaySweet software and the mobile application available for download, and all updates thereto provided by DisplaySweet, unless provided under different terms at the time of download or update.

Privacy Laws means all domestic and international privacy, data protection and anti-spam laws, rules, regulations and regulatory guidance relating to privacy, data security, cybersecurity, anti-spam and the collection, storage, use and disclosure of Personal Information, as applicable to either party.

Representative means, in respect of a party, any person acting for or on behalf of the party and includes any director, officer, employee, agent, contractor or subcontractor of the party.

Service Level Agreement or **SLA** means the applicable regional service level agreement published by DisplaySweet.

Services means consulting, customization work, implementation work, installation work, project management or other professional services.

Third Party IP means Intellectual Property Rights in Material owned by a third party.

User means an identifier, whether an individual's name or a generic term such as "purchasing officer," that is listed as a user on the Platform. Any User defined by a generic term may only be used by a single individual.

Welcome Pack means the implementation and project documentation provided by DisplaySweet in connection with the applicable Order Form, including any applicable implementation guide.

Your Data means data or information:

- (a) concerning you or any User of the Platform authorized by you to input that data;
- (b) submitted or uploaded to DisplaySweet by you or on your behalf, or otherwise accessed by DisplaySweet in performance of its Services for you; and
- (c) that you or any person with your authority inputs into the Platform by any means.

18.2 Interpretation

In this Agreement:

- (a) no provision of this Agreement will be construed to the disadvantage of a party merely because that party was responsible for preparing this Agreement;
- (b) an obligation or liability assumed by, or a right conferred on, two or more parties binds or benefits them all jointly and severally; and
- (c) the parties must perform their obligations on the dates and times fixed by reference to Victoria, Australia.

18.3 Order of precedence

Unless otherwise expressly provided, if there is any inconsistency between provisions or the documents comprising this Agreement, the documents have the following order of precedence:

- (a) these Terms;
- (b) the Order Form;
- (c) any schedule or annexure to this Agreement;
- (d) the applicable SLA;
- (e) the applicable Welcome Pack; and
- (f) the EULA.

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ALL RIGHTS RESERVED.

Terms last updated: July 31 2026.