

DisplaySweet End User License Agreement

1. Overview

(a) This End User License Agreement (**EULA**) provides the terms upon which you can access and use any DisplaySweet software, including its web application, mobile application and all updates provided by DisplaySweet, unless provided under different terms at the time of download or update (**Platform**). This EULA is separate from, and additional to, DisplaySweet's Terms and Conditions, the Principal Contract and other documentation or DisplaySweet instructions relating to the Platform.

The public website located at displaysweet.com (**Site**) is governed by DisplaySweet's separate Terms of Service.

(b) DisplaySweet, we, us or our means Display Sweet Pty Ltd ACN 613 256 054, DisplaySweet Inc. or DisplaySweet India Private Limited, as identified in the applicable Principal Contract or otherwise notified to you.

(c) We take our privacy obligations seriously and will handle any Personal Information you transmit through the Platform in accordance with applicable Privacy Laws and our Privacy Policy. By entering into this Agreement and using the Platform, you acknowledge that you have reviewed our Privacy Policy.

(d) You may receive access to our Platform directly from us or indirectly through our Referral Partners, clients or other Users. This Agreement applies to our relationship with you regardless of how you access the Platform.

2. Scope of Our Platform

2.1 Overview

(a) The Platform is property sales and leasing software for managing content, presentations, communications and engagement.

(b) Through the Platform, Users can upload, edit, present and share project information, manage Customer and agent contact details, send emails and other content, and track interactions and engagement throughout a property sales or leasing cycle.

2.2 Our role

(a) We act as the developer and provider of the Platform and our role is limited to:

- (i) facilitating your access to and use of the Platform;
- (ii) taking feedback about the Platform;
- (iii) improving and modifying the Platform; and

(iv) in the case of a Production License, where applicable, inputting Your Data into the Platform in accordance with the specifications agreed by the parties in the Principal Contract.

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

(i) we are not responsible for, and have no control over, the use of the Platform by other Users;

(ii) we are not responsible for any relationship or agreement, contractual or otherwise, between Users, whether that relationship came into effect before, after or in connection with the use of the Platform; and

(iii) we reserve the right, but are not obliged, to monitor, verify, modify or delete any material or information uploaded, created, generated or transmitted by Users through the Platform (**User Content**), and we do not control the accuracy of User Content.

3. Registration and Access to the Platform

3.1 Account registration

(a) To obtain access to our Platform, you:

(i) may be provided with a unique webpage link and password;

(ii) may be required to register for an account with us (**Account**); and

(iii) accept this Agreement and our Privacy Policy by selecting the applicable acceptance option when prompted.

(b) To use our Platform, you must provide us with current, complete and accurate information through the Platform, which may include your full name, email address, telephone number and business details, including an ABN or ACN where relevant (**Registration Information**).

(c) When registering an Account, you must nominate a username and password. You are responsible for maintaining the confidentiality and integrity of your Account and password and for all use and activity carried out through your Account. If you believe there has been unauthorized access to your Account, you agree to contact us immediately.

(d) The information you provide through the Platform, including your Registration Information, must be accurate, complete and current. You agree to maintain and promptly update your Account and information. We are not obliged to confirm the identity of Users but may, at our discretion, take reasonable steps to verify that details are accurate.

(e) You acknowledge and agree that if the information you provide is inaccurate or becomes outdated, you may be unable to use some or all features of the Platform.

(f) We reserve the right to refuse to register any User at our discretion or deny anyone access to an Account or the Platform at any time and for any reason, without notice.

3.2 General

It is important that you carefully read this Agreement. By using the Platform by any means, you:

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

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

(c) in the case of a Production License Primary Account holder, warrant that you have authority to enter into this Agreement on your own behalf and on behalf of the entity that entered into the Principal Contract;

(d) in the case of an Evaluation License or Secondary Account holder, warrant that you have authority to enter into a legal agreement with us on your own behalf; and

(e) if you use the Platform on behalf of a business, association or other entity, warrant that you are authorized to accept this Agreement on behalf of that business, association or other entity and that it will be bound by this Agreement.

3.3 Security

We strongly recommend that you do not use the Platform or otherwise access or use the Platform on a mobile device that has a jailbroken, rooted or otherwise compromised operating system, as this may allow other applications to circumvent security features on your device. Any use of such a device is at your own risk. You agree that DisplaySweet will not be liable for any loss of functionality and will indemnify us for all damage or liability caused by use of such a device.

4. Provision of the Platform

4.1 Access

You may obtain access to the Platform:

(a) directly from us, including through our website or Representatives; or

(b) indirectly through:

(i) a Referral Partner; or

(ii) another User.

In all cases, the relationship between you and us will be governed by this Agreement, which you accept by accessing, downloading or using the Platform.

4.2 Invitees

If you receive access through another User, Referral Partner or any other person or entity authorized by us to use the Platform (**Invitee**), you must not authorize any other person to use the Platform unless authorized by us.

WHEN YOU ALLOW AN INVITEE TO USE YOUR DEVICE OR THE PLATFORM, YOU ASSUME RESPONSIBILITY AND LIABILITY FOR THEIR USE AND FOR ANY DAMAGE OR LOSS THEY MAY CAUSE TO YOU, DISPLAYSWEET OR A THIRD PARTY.

4.3 Information sharing

Provision of the Platform is subject to our Privacy Policy. Where you are authorized to invite or provide access to Invitees, we may disclose your information and information relating to your

Invitees to our Representatives and service providers where reasonably necessary to provide, maintain, secure or improve the Platform.

You are responsible for ensuring that Invitees understand that the owner or controller of the device or Account may access information about their use of the device and Platform and may revoke or limit their access without notice.

5. Right to Use the Platform

5.1 Evaluation License

From the Effective Date until the license is terminated and subject to your compliance with this Agreement, DisplaySweet grants you a worldwide, subject to any legal restrictions on export or use, revocable, non-exclusive, non-sublicensable, non-transferable, limited license to access the Platform on a supported device meeting DisplaySweet's applicable technical requirements for the limited purpose of evaluating its features and functionality until the license is terminated:

- (a) by DisplaySweet following login inactivity for a period greater than 90 days; or
- (b) in accordance with clause 19.1(a).

5.2 Production License

Subject to DisplaySweet's receipt of the applicable Fees in accordance with the Principal Contract and your compliance with this Agreement, DisplaySweet grants you a worldwide, subject to any legal restrictions on export or use, revocable, non-exclusive, royalty-free, non-transferable, non-sublicensable license to use the Platform on a supported device meeting DisplaySweet's applicable technical requirements:

- (a) for up to the maximum number of Users, including Secondary Accounts, or other license metric set out in the Principal Contract and subject to any limitations of use in the Principal Contract; and
- (b) from the Effective Date until the license is terminated in accordance with clause 19.1(b).

6. Third-Party Resources

(a) DisplaySweet may, from time to time, notify you of recommended or minimum hardware, software, including open-source software, network connection and other technical requirements applicable to the Platform (**Third-Party Resources**).

(b) You are solely responsible for obtaining, licensing, installing, operating and maintaining all Third-Party Resources required to use the Platform. At a minimum, the Platform will not be accessible without:

- (i) a valid Account;
- (ii) a supported device meeting DisplaySweet's applicable technical requirements;
- (iii) a working internet connection; and
- (iv) any other system requirements specified by DisplaySweet.

You are responsible for ensuring that you have all required system elements and that they are compatible, current and properly configured. You acknowledge that the Platform may not operate as described where these requirements are not met.

(c) DisplaySweet will not be responsible for:

(i) any alleged intellectual property infringement resulting from combining the Platform with Third-Party Resources;

(ii) any defect or delay in the operation of the Platform caused by the fault, malfunction or unavailability of Third-Party Resources not caused by an act or omission of DisplaySweet; or

(iii) any defect or delay in the operation of the Platform caused by a fault or failure in a telecommunications network operated by or on behalf of a User, telecommunications carrier or service provider.

(d) The Platform may contain or be distributed with open-source software subject to a separate license. You agree that all open-source software remains subject to the terms under which it is provided, and you are responsible for complying with those terms.

(e) 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.

(f) 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 lost, delayed, duplicated, inaccurate or unsynchronized data.

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

7. Your Data and Customization

In the case of a Production License, you may have the ability to customize the Platform (**Customization**). In completing the Customization, you:

(a) understand and agree that where DisplaySweet carries out Customization on your behalf, DisplaySweet will input Your Data in accordance with specifications or requirements in the Principal Contract and bears no responsibility for any error in Your Data or its input into the Platform;

(b) understand and agree that, subject to this Agreement, DisplaySweet grants 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;

(c) warrant that Your Data is free from bugs, malware, malicious code, viruses or anything else capable of harming the Platform or DisplaySweet's systems;

(d) warrant that Your Data does not infringe any Third-Party IP and that DisplaySweet's permitted use of Your Data will not infringe the rights of any third party; and

(e) are responsible for the accuracy and legal compliance of Your Data and all required disclaimers associated with Your Data.

8. User Content

8.1 General

(a) As between you and DisplaySweet, you retain ownership of User Content you provide, subject to any rights held by the applicable client, your employer or another third party. DisplaySweet retains all rights in the Platform, DisplaySweet Material and Analytics Data.

(b) You grant DisplaySweet and its subcontractors a worldwide, non-exclusive, royalty-free license to access, host, store, use, copy, display, modify, process, reproduce and create derivative works from User Content to:

- (i) provide, operate, maintain, secure and improve the Platform;
- (ii) perform DisplaySweet's obligations and exercise its rights under this Agreement and the Principal Contract; and
- (iii) comply with applicable law.

This license continues for as long as reasonably necessary for those purposes.

(c) You consent to, and otherwise waive, any act or omission by or on behalf of DisplaySweet within the scope of the license granted under clause 8.1(b) that would otherwise infringe your moral rights. If a third party holds moral rights in User Content, you must obtain that third party's consent on equivalent terms.

(d) Views expressed in User Content are those of the relevant User and not DisplaySweet unless specified otherwise. We are not responsible for and disclaim liability in respect of User Content. We encourage you to report problems, offensive content or malicious use of the Platform to us.

8.2 Security of content

(a) We will take reasonable steps to implement, maintain and enforce security procedures and safeguards designed to protect the security, confidentiality and integrity of User Content against unauthorized access or use, misuse, damage or destruction.

(b) However, we do not guarantee and cannot ensure the security of User Content and, to the maximum extent permitted by law, exclude liability for any such loss.

8.3 Prohibited content

You must not transmit, upload, create or generate any User Content:

- (a) unless you hold all necessary rights, licenses and consents;
- (b) that would cause you or us to breach any law, regulation, rule, code or other legal obligation;
- (c) that we reasonably consider inappropriate, defamatory, offensive, abusive, indecent, illegal or discriminatory;
- (d) that would bring us into disrepute;
- (e) that infringes the rights, including Intellectual Property Rights, of a third party; or

(f) that contains malicious code or could compromise the Platform or another User.

8.4 Use of User Content

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

(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 in accordance with applicable law and the Principal Contract. DisplaySweet may continue to use project and engagement data internally under clause 8.4(a), and aggregated or de-identified insights under clause 8.4(b).

(e) DisplaySweet owns the aggregated or de-identified analytics, insights and data created through the activities permitted by this clause (**Analytics Data**).

8.5 Audio recording

The Platform may allow 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 notifying all participants and obtaining their consent as required by applicable laws.

DisplaySweet does not independently collect consent from session participants.

9. Permitted Use and Restrictions

9.1 Permitted use

(a) You may view the Platform using a web browser or supported mobile device solely for the purposes permitted by this Agreement.

(b) Any other use, including modification, distribution, transmission, republication, display or performance of content on the Platform, except as provided under this Agreement, is strictly prohibited unless agreed by DisplaySweet in writing.

(c) You may be permitted to integrate a third-party content management system (CMS) with the Platform. You understand and agree that any CMS integration will be:

(i) at DisplaySweet's discretion;

(ii) subject to any additional terms or conditions required by DisplaySweet; and

(iii) in accordance with the specifications and costs in the applicable Principal Contract.

9.2 Restrictions

The rights granted under this Agreement are subject to the following restrictions:

- (a) you must not disclose the Platform or any online or hard-copy documentation relating to the Platform to a third party other than for the purposes contemplated by this Agreement;
- (b) you must not adapt, translate, publish, communicate to the public or create a derivative work or translation of the Platform unless expressly permitted by law;
- (c) you must not sublicense, license, lease, rent, loan, assign, novate or otherwise transfer your access to the Platform to a third party;
- (d) you must not modify, reverse engineer, reverse compile, decompile or disassemble the object code of the Platform or any part of the Platform or underlying data, or otherwise attempt to derive the source code of the Platform, except to the extent such restriction is expressly prohibited by law;
- (e) you must not remove, alter or obscure any DisplaySweet Marks or proprietary or restricted-use notice on the Platform;
- (f) no part of the Platform may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means except as expressly permitted by this Agreement;
- (g) you must not use or access the Platform for benchmarking or competitive analysis or to build a similar or competing product or service;
- (h) you must not tamper with the Platform in a manner that affects its functionality or security;
- (i) all use must comply with applicable law, including applicable local laws, codes and regulations;
- (j) all use must comply with third-party license terms governing any open-source components included in the Platform;
- (k) you must not distribute or send communications containing spam, chain letters or pyramid schemes;
- (l) you must not harass, intimidate, discriminate against or act violently or inappropriately toward another User;
- (m) you must not do or omit to do anything that is or could reasonably be considered obscene, illegal, offensive, inappropriate, defamatory, indecent, threatening or objectionable;
- (n) you must not do or omit to do anything that would bring us into disrepute;
- (o) you must not use automated means to access, scrape, copy or extract data or content from the Platform unless authorized by DisplaySweet; and
- (p) you must not otherwise deal with any of your rights or obligations under this Agreement.

The license is granted solely for your use of the Platform in accordance with this Agreement and the Principal Contract.

10. Updates and Support

10.1 Updates

(a) You acknowledge that we may, at our discretion, make changes to the Platform by releasing Updates. You must accept all required Updates, bug fixes, patches or components and agree that DisplaySweet will have no liability for any failure of the Platform caused or contributed to by your failure to install an Update promptly.

(b) Depending on your device settings, when your device is connected to the internet:

(i) the Platform may automatically download and install available Updates; or

(ii) you may receive notice of, or be prompted to download and install, available Updates.

If your device does not automatically download and install Updates, you agree to download and install them promptly. You acknowledge that the Platform may not operate properly if you fail to do so. You authorize DisplaySweet and the applicable application store to download and install Updates in accordance with your device settings.

10.2 Support

(a) Unless otherwise provided in the applicable Principal Contract or Service Level Agreement, DisplaySweet will not provide Support other than generally available help materials and limited helpdesk services through the contact details and hours published by DisplaySweet.

(b) If you believe there is an error or malfunction in the Platform, it should be reported to DisplaySweet's support email address or support helpline.

(c) DisplaySweet technical Support may be contacted through:

(i) Telephone: +61 1300 179 338

(ii) Email: support@displaysweet.com

(d) DisplaySweet will use commercially reasonable efforts to provide a remedy or workaround for an error or malfunction reported through its Support channels within a timeframe that is reasonable having regard to the nature of the issue and its impact on your operations, subject to you providing all information reasonably required to diagnose or reproduce the issue.

(e) DisplaySweet has no obligation to provide Support:

(i) if the latest required Update has not been installed;

(ii) for any unauthorized adaptation, translation or derivative work; or

(iii) for an Evaluation License, unless otherwise agreed.

(f) DisplaySweet has no obligation to provide Support and is not liable where a fault arises from:

(i) misuse, incorrect use or damage to the Platform, other than an act or omission of DisplaySweet, including failure or fluctuation of electrical power;

(ii) third-party software, hardware or connections not supplied or supported by DisplaySweet;

(iii) failure to maintain the required conditions for use of the Platform;

(iv) failure to follow this Agreement or documentation provided by DisplaySweet;

(v) maintenance performed by an unauthorized third party; or

(vi) User error.

(g) The costs of Support for Production Licenses are included in the Fees under the Principal Contract unless otherwise stated. You are responsible for expenses you incur in accessing Support.

(h) Provision of Support may result in the loss of User Content or Your Data. DisplaySweet is not liable for such loss, and you are responsible for maintaining independent copies and backups.

(i) DisplaySweet is not obligated to provide Support for third-party applications, software, web browsers, hardware or other equipment not provided or supported by DisplaySweet.

11. Fees

(a) Unless otherwise agreed in writing, an Evaluation License holder or Secondary Account holder is not responsible for paying Fees directly under this Agreement.

(b) A Primary Account holder must pay the Fees in accordance with the Principal Contract. A Primary Account holder who obtains an Evaluation License remains responsible for Fees under the Primary Account but not for the Evaluation License itself.

12. Confidentiality and Privacy Laws

12.1 Confidentiality

(a) You acknowledge that DisplaySweet may intentionally or inadvertently disclose, deliver or permit access to information, data or materials that are secret, proprietary or confidential to DisplaySweet, including information designated as confidential by law (**Confidential Information**).

Without limiting the definition of Confidential Information, it includes the Platform and all other data, information and materials disclosed to you by DisplaySweet that DisplaySweet identifies as secret, proprietary or confidential, or that a reasonable person would expect to be confidential given its content or the circumstances surrounding its disclosure.

Confidential Information is protected regardless of its field of use and whether it is:

(i) owned by DisplaySweet, leased or licensed from a third party;

(ii) intangible or tangible and, if tangible, regardless of its form, medium or physical format, including paper documents or graphic or machine-readable media; or

(iii) disclosed in whole or in part, orally or in writing.

(b) Subject to clause 12.1(c), you must hold all Confidential Information in strict confidence and must not disclose it to a third party without DisplaySweet's written consent during the term of this Agreement and for five years after termination.

Any source code or trade secrets you receive or access must be held in confidence in perpetuity or for as long as the information remains a trade secret under applicable law, whichever occurs first.

You must not use Confidential Information except as required to exercise your rights under this Agreement.

(c) Your confidentiality obligations do not apply to information that:

(i) must be disclosed under applicable law or court order, provided you give DisplaySweet prompt notice where legally permitted and only disclose the information necessary to comply; or

(ii) is generally available in the public domain other than through a breach of this Agreement.

(d) You must immediately notify DisplaySweet in writing upon discovering or reasonably suspecting unauthorized access to, use of or disclosure of Confidential Information or another breach of this Agreement and cooperate with DisplaySweet as reasonably required to prevent further unauthorized access, use or disclosure.

12.2 Privacy Laws

(a) We collect, use and disclose Personal Information you provide when accessing or using the Platform in accordance with 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, the Principal Contract 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 Privacy Laws in relation to Personal Information;

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

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

(iv) ensure any person to whom it discloses Personal Information is aware of and complies with the applicable obligations under this clause 12; and

(v) not do or omit to do anything that:

(A) would result in a breach of Privacy Laws if those Privacy Laws applied to the relevant act or omission; or

(B) would cause the other party to breach or be taken to breach Privacy Laws.

(d) DisplaySweet may disclose Personal Information to its Representatives where reasonably necessary to provide, maintain or improve the Platform or exercise its rights under this Agreement or the Principal Contract.

13. Intellectual Property

13.1 DisplaySweet Material

(a) DisplaySweet owns or licenses all rights, title and interest, including Intellectual Property Rights, in the Platform and all text, information, content, graphics, logos, typeforms and Material made available through the Platform (**DisplaySweet Material**).

Your use of and access to the Platform does not grant or transfer any right, title or interest in DisplaySweet Material. All rights not expressly granted under this Agreement are reserved by DisplaySweet.

(b) You must not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, commercially exploit, reverse engineer, create derivative works from, transfer or sell any DisplaySweet Material or other material contained within the Platform.

You must not engage in any act that interferes with DisplaySweet's business or infringes DisplaySweet's Intellectual Property Rights or those of its content creators, suppliers or licensors.

13.2 Feedback

(a) By sending us feedback, comments, questions, ideas, proposals or suggestions concerning DisplaySweet or the Platform (**Feedback**), you represent and warrant that:

(i) you have the right to disclose the Feedback;

(ii) the Feedback does not infringe the rights of any other person or entity, including Intellectual Property Rights, privacy rights or trade secrets; and

(iii) the Feedback does not contain confidential or proprietary information belonging to a third party.

(b) By sending Feedback, you:

(i) agree that we have no obligation of confidentiality in relation to it;

(ii) acknowledge that we may already be considering or developing something similar; and

(iii) grant DisplaySweet an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license under all Intellectual Property Rights to use, make, have made, incorporate into the Platform, modify, copy, display, perform, distribute, prepare derivative works from, publish and sublicense the Feedback without credit or compensation.

(c) This clause survives termination.

14. Links to Third-Party Sites

(a) You acknowledge that the Platform may link to third-party sites. Third-party sites are not under our control, and we are not responsible for their content, links, changes or updates.

(b) We are not responsible for transmissions received from third-party sites.

(c) Links are provided for convenience only and do not imply endorsement by DisplaySweet.

15. Warranties and Limitation of Liability

15.1 Your representations and warranties

You represent and warrant that:

- (a) you have authority to grant the licenses under this Agreement;
- (b) you have attended to all backups and maintained copies of Your Data and acknowledge that we are not responsible for maintaining or storing Your Data;
- (c) our permitted use of Your Data will not result in unauthorized use of any person's rights;
- (d) you have authority to enter into, perform and observe your obligations and rights under this Agreement; and
- (e) you have authority to agree to this Agreement and acknowledge that anyone who accesses the Platform under your authority will be bound by the obligations under this Agreement without limiting your obligations.

15.2 DisplaySweet makes no representations or warranties

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

- (i) any result or objective can or will be achieved through your use of the Platform;
- (ii) access to the Platform will be continuously available; or
- (iii) the Platform will be fit for purpose, continuous, uninterrupted, accurate, error-free, virus-free, secure or accessible at all times.

(b) TO THE MAXIMUM EXTENT PERMITTED BY LAW, DISPLAYSWEET, ITS AFFILIATES, SUPPLIERS, LICENSORS AND RESELLERS DISCLAIM ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES RELATING TO THE PLATFORM AND USER CONTENT, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, TITLE, NON-INFRINGEMENT AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS.

(c) You acknowledge and agree that DisplaySweet will not be liable for any loss, damage, liability, claim or expense caused or contributed to by:

- (i) a fault or defect in Third-Party Resources;
- (ii) external causes, including natural disaster, fire, accident, neglect, misuse, vandalism, water, lightning, power surge, electrical power problems or electrical spikes;
- (iii) use of the Platform contrary to its instructions or for a purpose other than its intended purpose;
- (iv) maintenance or attempted repair of the Platform by a person other than DisplaySweet or a person authorized by DisplaySweet;
- (v) configuration or reconfiguration of the Platform by a User; or
- (vi) negligence or breach of this Agreement by a User.

15.3 Limitations of liability

(a) NOTHING IN THIS CLAUSE EXCLUDES, RESTRICTS OR MODIFIES ANY RIGHT OR REMEDY THAT CANNOT LAWFULLY BE EXCLUDED, RESTRICTED OR MODIFIED, INCLUDING ANY APPLICABLE CONSUMER GUARANTEES UNDER THE AUSTRALIAN CONSUMER LAW.

(b) WHERE A PRINCIPAL CONTRACT APPLIES, DISPLAYSWEET'S LIABILITY ARISING FROM OR RELATING TO THE PLATFORM OR THIS AGREEMENT IS SUBJECT TO THE EXCLUSIONS AND LIMITATIONS IN THE PRINCIPAL CONTRACT, WHICH PREVAIL TO THE EXTENT OF ANY INCONSISTENCY.

(c) SUBJECT TO CLAUSES 15.3(a) AND 15.3(b), THIS CLAUSE APPLIES TO THE MAXIMUM EXTENT PERMITTED BY THE RELEVANT LAWS IN THE JURISDICTION IN WHICH YOU ARE LOCATED. CERTAIN JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO CASE SHALL DISPLAYSWEET, OUR DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, INTERNS, SUPPLIERS, SERVICE PROVIDERS OR LICENSORS BE LIABLE FOR ANY INJURY, LOSS, CLAIM OR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOST PROFITS, LOST REVENUE, LOST SAVINGS, LOSS OF DATA, REPLACEMENT COSTS OR SIMILAR DAMAGES, WHETHER BASED IN CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, ARISING FROM THIS AGREEMENT OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO THE USE OF THE PLATFORM OR USER CONTENT, INCLUDING ERRORS OR OMISSIONS IN CONTENT OR LOSS OR DAMAGE INCURRED THROUGH USE OF THE PLATFORM OR USER CONTENT POSTED, TRANSMITTED OR OTHERWISE MADE AVAILABLE THROUGH THE PLATFORM, EVEN IF ADVISED OF THEIR POSSIBILITY.

THIS DISCLAIMER APPLIES, WITHOUT LIMITATION, TO DAMAGES OR PERSONAL INJURY ARISING FROM FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, FILE CORRUPTION, COMMUNICATION-LINE FAILURE, NETWORK OR SYSTEM OUTAGE, LOSS OF PROFITS, OR THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO, ALTERATION OF, LOSS OR USE OF ANY RECORD OR DATA, AND ANY OTHER TANGIBLE OR INTANGIBLE LOSS.

DISPLAYSWEET AND ITS AFFILIATES WILL HAVE NO LIABILITY FOR:

- (i) ERRORS, MISTAKES OR INACCURACIES IN THE PLATFORM OR USER CONTENT;
- (ii) PERSONAL INJURY OR PROPERTY DAMAGE RESULTING FROM YOUR ACCESS TO OR USE OF THE PLATFORM;
- (iii) UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS OR ANY PERSONAL INFORMATION OR YOUR DATA;
- (iv) INTERRUPTION OF TRANSMISSION TO OR FROM THE PLATFORM;
- (v) BUGS, VIRUSES, TROJAN HORSES OR SIMILAR HARMFUL CODE TRANSMITTED THROUGH THE PLATFORM;
- (vi) LOSS OR DAMAGE CAUSED BY ANOTHER USER'S VIOLATION OF THIS AGREEMENT; OR
- (vii) DAMAGE OR LOSS CAUSED BY UNAUTHORIZED SERVICE OR MAINTENANCE OF, OR UNAUTHORIZED ACCESS TO, THE PLATFORM.

UNDER NO CIRCUMSTANCES WILL THE TOTAL AGGREGATE LIABILITY OF DISPLAYSWEET TO YOU FOR ALL CLAIMS RELATING TO THIS AGREEMENT EXCEED THE GREATER OF:

- (i) \$100; OR
- (ii) THE TOTAL AMOUNTS PAID TO DISPLAYSWEET UNDER THE APPLICABLE PRINCIPAL CONTRACT DURING THE PREVIOUS 12 MONTHS.

16. Indemnification

16.1 Indemnification

You agree to indemnify, defend and hold harmless DisplaySweet against all losses, damages, liabilities, claims and expenses, including reasonable legal costs, arising from or relating to:

- (a) your use of the Platform, Material, User Content or Your Data;
- (b) any negligent act or omission by you;
- (c) any breach by you of this Agreement or any document incorporated by reference;
- (d) your violation of any third-party right or applicable law; or
- (e) use of the Platform by anyone directly or indirectly authorized or permitted by you, including Invitees.

16.2 Indemnification procedure

If an indemnified claim, suit or action arises, DisplaySweet will attempt to notify you using the contact information associated with your Account. Failure to provide notice will not eliminate or reduce your indemnification obligations.

DisplaySweet reserves the right, at its cost, to assume exclusive control of the defense of a matter otherwise subject to indemnification, in which case you must cooperate fully in asserting available defenses.

This clause survives termination of your Account, this Agreement or your access to the Platform.

17. Force Majeure

Except for your payment obligations, neither party will be in breach of this Agreement or liable for failure or delay in performance caused by events beyond its reasonable control.

18. Dispute Resolution

(a) A party must not commence legal proceedings relating to this Agreement unless it has complied with this clause. This clause does not apply where a party seeks urgent interlocutory relief.

(b) If a dispute arises:

(i) the party alleging the dispute must notify the other party of the existence and nature of the dispute within 10 days after it arises (**Dispute Notice**);

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

(iii) if the dispute is not resolved within five days after receipt of the Dispute Notice, either party may refer the dispute to mediation and must do so before commencing court proceedings;

(iv) mediation must be referred to the Resolution Institute and conducted in accordance with its Mediation Rules, unless the parties agree on another mediator; and

(v) if the dispute is not resolved within 30 days after referral to mediation, either party may commence court proceedings.

19. Termination

19.1 Termination

(a) An Evaluation License may be terminated:

(i) by you at any time by ceasing to use or access the Platform or closing your Account; or

(ii) by DisplaySweet by written notice.

(b) A Production License may be terminated:

(i) in accordance with the Principal Contract; or

(ii) immediately by DisplaySweet by written notice if you:

(A) breach clauses 12, 13 or 15;

(B) breach another provision of this Agreement and fail to remedy that breach within 14 days after receiving written notice;

(C) commit a material breach of the Principal Contract;

(D) cease carrying on business, become unable to pay your debts as they fall due, enter liquidation, have a controller, managing controller, liquidator or administrator appointed, or suffer an equivalent event in any jurisdiction; or

(E) merge, sell substantially all your assets or undergo a change of control. A change of control occurs where an entity acquires 50% or more of your voting shares, equity interests or assets, where a majority of your board or partners changes, or where another effective change of control occurs.

(c) You may immediately terminate this Agreement for cause by written notice if DisplaySweet:

(i) breaches this Agreement and fails to remedy the breach within 30 days after receiving written notice; or

(ii) ceases carrying on business, becomes unable to pay its debts as they fall due, enters liquidation, has a controller, managing controller, liquidator or administrator appointed, or suffers an equivalent event in any jurisdiction.

(d) If this Agreement terminates:

(i) your license for the Platform and related Support terminates immediately, and you must cease using the Platform;

(ii) you must ensure all copies of the Platform installed under this Agreement are uninstalled and deleted from hardware in your possession or control within 14 days;

(iii) where access by Evaluation License Users was granted under a Primary Account or Principal Contract, that access may continue under the applicable Evaluation License, subject to restrictions or limitations caused by termination of the Production License, for which DisplaySweet bears no responsibility; and

(iv) termination does not prejudice or restrict rights or remedies arising before termination.

To the extent permitted by law, DisplaySweet is not required to refund amounts paid for the Platform before termination.

20. General

20.1 Entire agreement

This Agreement is the entire agreement and understanding between the parties concerning its subject matter and supersedes prior agreements or understandings concerning that subject matter.

20.2 Notices

A notice, consent, approval, waiver or other communication relating to this Agreement must be in writing.

A notice may be delivered by hand, post, email, through the Platform or by another electronic method and is effective upon receipt.

20.3 Relationship of the parties

The parties are independent contractors. Nothing in this Agreement creates an agency, employment, partnership, fiduciary or joint venture relationship, makes either party the agent of the other or authorizes a party to make commitments on behalf of the other.

20.4 Compliance with laws

You must comply with all laws relevant to your obligations and use of the Platform under this Agreement.

20.5 Assignment

You must not assign or otherwise deal with 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 subject to reasonable conditions.

DisplaySweet may assign or otherwise deal with its rights or obligations without your consent.

20.6 Electronic execution

In the case of a Production License, this Agreement may be accepted or executed electronically, including in conjunction with the Principal Contract.

20.7 Waiver

No failure or delay by a party in exercising a right or remedy under this Agreement or law constitutes a waiver of that or any other right or remedy.

No single or partial exercise of a right or remedy prevents its further exercise or the exercise of another right or remedy.

20.8 Cumulative remedies

Except where expressly stated otherwise, rights and remedies under this Agreement are cumulative and additional to rights and remedies provided by law.

20.9 Severability

If any part of this Agreement is invalid, illegal or unenforceable, it will be severed to the extent required, and the remaining provisions will continue in force.

20.10 Survival

Clauses that by their nature survive termination, including clauses 8, 12, 13, 15, 16, 18, 20.2, 20.10, 20.11 and 20.13, survive termination of this Agreement.

20.11 Governing law and jurisdiction

This Agreement is governed by:

(a) if your principal place of business is in the United States, the laws of the State of New York, without giving effect to conflict-of-law rules or any rule that could result in the application of another jurisdiction's laws, including the United Nations Convention on Contracts for the International Sale of Goods. The parties submit 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 outside the United States, the laws of Victoria, Australia, without giving effect to conflict-of-law rules or any rule that could result in the application of another jurisdiction's laws, including the United Nations Convention on Contracts for the International Sale of Goods. The parties submit to the exclusive jurisdiction of the courts of Victoria, Australia.

20.12 Changes to this Agreement

DisplaySweet may, at its discretion, update, change, modify or replace any part of this Agreement by publishing the changes through the Site or Platform.

DisplaySweet will use reasonable endeavors to notify you of changes by mail, email, publication of the modified Agreement or a similar method.

For material changes, you may be required to accept the updated Agreement before continuing to use the Platform.

You are responsible for checking the Site and Platform for changes. Your continued use of or access to the Platform following publication of a change constitutes acceptance of that change.

20.13 Apple App Store terms

This clause applies where you obtain the Platform through Apple's App Store.

(a) You acknowledge that this Agreement is between you and DisplaySweet, not Apple. DisplaySweet, not Apple, is solely responsible for the Platform and its content.

(b) Your license is limited to a non-transferable license to use the Platform on Apple-branded products you own or control, as permitted by the Apple Media Services Terms and Conditions, including applicable Family Sharing and volume-purchasing rules.

(c) DisplaySweet is solely responsible for maintenance and support for the Platform as specified in this Agreement or required by law. Apple has no obligation to provide maintenance or support.

(d) To the extent any warranty has not been effectively disclaimed, if the Platform fails to conform to that warranty, you may notify Apple and Apple may refund the purchase price paid through the App Store, if any. To the maximum extent permitted by law, Apple has no other warranty obligation. DisplaySweet is responsible for other claims, losses, liabilities, damages, costs or expenses attributable to a failure to conform to an applicable warranty.

(e) DisplaySweet, not Apple, is responsible for addressing claims relating to the Platform or your possession or use of it, including product-liability claims, claims that the Platform does not comply with legal requirements and claims arising under consumer-protection, privacy or similar laws.

(f) If a third party claims that the Platform or your possession or use of it infringes its Intellectual Property Rights, DisplaySweet, not Apple, is responsible for investigating, defending, settling and discharging that claim.

(g) You represent and warrant that:

(i) you are not located in a country subject to a United States Government embargo or designated by the United States Government as supporting terrorism; and

(ii) you are not listed on any United States Government list of prohibited or restricted parties.

(h) Questions, complaints or claims relating to the Platform may be directed to:

Display Sweet Pty Ltd
Level 1/67 St John St
Windsor VIC 3181
Australia
Telephone: +61 1300 179 338
Email: support@displaysweet.com

(i) You must comply with applicable third-party terms when using the Platform.

(j) Apple and its subsidiaries are third-party beneficiaries of this Agreement. Upon your acceptance of this Agreement, Apple has the right to enforce it against you as a third-party beneficiary.

20.14 Order of precedence

If there is any inconsistency between this EULA and a Principal Contract, the Principal Contract prevails to the extent of the inconsistency.

21. Definitions and Interpretation

21.1 Definitions

In this Agreement:

Agreement means this EULA, our Privacy Policy and, where applicable, the Principal Contract, as amended in accordance with their terms.

Analytics Data means the aggregated or de-identified analytics, insights and data created through the activities permitted under clause 8.4.

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

Customer means a prospective or actual purchaser or lessee whose information or engagement data is managed through the Platform.

DisplaySweet Marks means all trademarks, service marks, logos and other words or symbols identifying the Platform, Support or DisplaySweet's business.

Effective Date means:

(a) for an Evaluation License, the date you first access the Platform; or

(b) for a Production License, the date you first access the Platform or select the applicable acceptance option, whichever occurs first.

EULA means this End User License Agreement.

Evaluation License means the license described in clause 5.1.

Fees means fees payable to DisplaySweet under the Principal Contract.

Intellectual Property Rights means all rights, title and interest, including copyright, moral rights, trademarks, design rights, service marks, patents, semiconductor or circuit-layout rights, trade secrets, know-how, database rights and other rights in the nature of intellectual property, whether registered or unregistered, and rights to apply for registration, existing anywhere in the world.

Material means material in any form, including documents, specifications, reports, products, equipment, information, data, graphic layouts, images and software.

Personal Information means information or data by which a person is identified or reasonably identifiable, including information defined as personal information, personal data or personally identifiable information under applicable Privacy Laws.

Primary Account means the primary User Account held by the party to the Principal Contract and responsible for any Secondary Accounts.

Principal Contract means the contract between DisplaySweet and the Primary Account holder governing the parties' relationship, including DisplaySweet's Terms and Conditions and any applicable Order Form.

Privacy Laws means applicable privacy, data-protection, cybersecurity, direct-marketing and anti-spam laws, regulations and regulatory guidance.

Privacy Policy means DisplaySweet's privacy policy published through the Site or Platform, as updated from time to time.

Production License means the license described in clause 5.2, subject to the Principal Contract.

Referral Partner means a business or individual that refers clients or Users to DisplaySweet.

Representative means a party's employees, agents, contractors, subcontractors and professional advisers, including lawyers, bankers, auditors, accountants and insurers.

Secondary Account means an Account held by a User who is not the Primary Account holder under a Production License.

Service Level Agreement means the applicable regional service level agreement provided by DisplaySweet.

Support means the services described in clause 10.

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

Update means any improvement, added functionality, performance enhancement, bug fix, patch or workaround for the Platform made available by DisplaySweet.

User means an identifier, whether an individual's name or a generic term such as "purchasing officer," listed as a user on the Platform. A generic User identifier may only be used by one individual. Primary and Secondary Account holders are included in the total number of Users.

User Content has the meaning given in clause 2.2(b)(iii).

Variation means an addition, deletion or substitution to this Agreement or the Principal Contract made in accordance with the applicable document.

You or your means the person who installs, accesses, uses or licenses the Platform and accepts this Agreement.

Your Data means:

- (a) data concerning you or a User that you are authorized to provide;
- (b) data submitted or uploaded to DisplaySweet by you or on your behalf; and
- (c) data input into the Platform by you or a person acting with your authority.

21.2 Interpretation

In this Agreement:

(a) an obligation or liability assumed by, or a right conferred on, two or more parties binds or benefits them jointly;

(b) no provision will be construed against a party merely because that party prepared or included it; and

(c) obligations must be performed by reference to Melbourne, Victoria time unless the Principal Contract states otherwise.

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Last updated: 31 July 2026.