



## End User Licence Agreement (EULA)

Candoo Culture PTY LTD

Effective Date: 20 May 2025

This End User Licence Agreement ("Agreement") is a legal agreement between you (the "User") and Candoo Culture PTY LTD ("Candoo Culture", "we", "us", or "our"), governing your use of our web-based platform and services.

By accessing or using our platform, you agree to the terms of this Agreement and our Privacy Policy.

### 1. Definitions

- "Platform" refers to the Candoo Culture web-based dashboard and all related digital services.
- "User" means any individual using the Platform, whether as an employee, contractor, team leader, or administrator.
- "Client" refers to the organisation that has entered into a commercial arrangement with Candoo Culture.
- "Reports" means the outputs and insights generated from user surveys and behavioural assessments.

### 2. Licence Grant

We grant you a limited, non-exclusive, non-transferable licence to access and use the Platform for internal business and wellbeing purposes only, in accordance with this Agreement and applicable laws.

You may not:

- Resell, reproduce, or republish any part of the Platform or Reports
- Reverse engineer, disassemble, or create derivative works from our tools or IP
- Use the Platform in any way that breaches laws or infringes rights

### 3. Intellectual Property

All content, systems, metrics, models, reports, analytics, and behavioural profiling tools remain the sole intellectual property of Candoo Culture PTY LTD. Nothing in this Agreement transfers ownership of any IP to the User or Client.

### 4. Data Collection & Use

We collect the following data:

- Full name, team, and role details
- Survey responses (quantitative + optional free-text)
- Behavioural profiling data
- Technical and usage metadata (browser/device info)

All data is handled in accordance with our Privacy Policy.



## 5. Sensitive Information & Consent

Some surveys may include questions that reveal sensitive information, such as emotional wellbeing, cultural identity, stress levels, and personal workplace experiences.

Participation in surveys is voluntary. By beginning a survey, you are providing explicit consent for the collection, use, and aggregation of your responses — including any sensitive information — as outlined in this Agreement and our Privacy Policy. If you do not consent to the use of sensitive information, please refrain from submitting the survey.

## 6. Access & Data Visibility

- Admin users (appointed by the Client) can view organisation-wide, team-level, and individual reports.
- Team leaders can view reports for their assigned team members.
- Individual users can access their personal report upon request.
- Reports may include wellbeing scores, stress indicators, satisfaction trends, behavioural summaries, and high-level sentiment markers.

Free-form text entries will not be shown verbatim in group reports but may inform broader thematic insights.

## 7. Reports & Confidentiality

Reports are made available in downloadable and online PDF format.

All reports must be treated as strictly confidential, and may only be shared within the Client's organisation where relevant and appropriate.

Reports may not be:

- Sold, published, or distributed to third parties
- Used to harm or disadvantage any individual

Exceptions may apply in cases involving safety, duty of care, or legal obligations.

## 8. Platform Conduct

You agree not to:

- Use the platform for unlawful or abusive purposes
- Input false, misleading, or defamatory information
- Attempt to gain unauthorised access to other users' data

We reserve the right to suspend or terminate access for any breach of this Agreement.



## 9. Disclaimers

Candoo Culture provides wellbeing and behavioural insights as interpretive tools — not as clinical diagnoses or legal advice. We are not responsible for decisions made solely based on report data.

All outputs are based on user input and subject to interpretation limitations. Users and Clients are responsible for using discretion and context when applying insights.

## 10. Limitation of Liability

To the maximum extent permitted by law:

- Candoo Culture shall not be liable for any indirect, incidental, or consequential damages
- Our total liability is limited to the fees paid by the Client in the preceding 12 months

## 11. Termination

We may terminate this Agreement or suspend access without notice for:

- Breach of this Agreement
- Misuse of the Platform or Reports
- Legal or ethical concerns requiring immediate action

Users may cease use at any time. Account deletion and data withdrawal are governed by our Privacy Policy.

## 12. Governing Law

This Agreement is governed by the laws of New South Wales, Australia. Any disputes arising under this Agreement shall be resolved in the courts of that jurisdiction.

## 13. Contact

For questions or concerns about this Agreement, contact:

Email: [admin@candooculture.com](mailto:admin@candooculture.com)

Business Name: Candoo Culture PTY LTD

By using the Platform, you confirm that you have read, understood, and agreed to this EULA.