

OISVIEW PLATFORM USER LICENCE AGREEMENT

Last Updated: 8th April 2020

This End User Licence Agreement (EULA) is a legal agreement between you and Outdoor Inspection Services Pty Ltd (OISOOH) that covers your use of the OISVIEW Platform and OISOOH's associated products and services (Platform). By accessing or otherwise using the Platform, you agree that you have read, understood and agree to be bound by the terms of this EULA. Access to or use of the Platform confirms your acceptance of the term of this EULA. If you do not agree to the terms of this EULA, do not use the Platform. This EULA does not grant you any rights other than those rights expressly specified in this EULA. If you are accepting the terms of this EULA on behalf of a business entity, including any agency or advertiser, you warrant that you have the authority to do so.

- 1. GRANT OF LICENCE.** OISOOH grants you a non-exclusive, revocable, non-transferable right to use the Platform only for its intended purpose in accordance with the terms and conditions of this EULA.
- 2. RESERVATION OF RIGHTS.** All rights, title and interest, including copyright, in and to the Platform, and any copies of the Platform, are owned by OISOOH. All rights not expressly granted are reserved by OISOOH. In particular, this EULA does not grant you any rights in connection with any trademarks of OISOOH.
- 3. USE OF PLATFORM.** You are responsible for ensuring that you have the facilities to enable access to and use of the Platform. You may not sell, resell, license, rent, lease, lend, or otherwise transfer for value, the use of or installation of the Platform. You must not attempt to redistribute or commercially exploit the Platform in any form or media. You must not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Platform, or any part thereof. You must not deploy or use any data mining, robots, crawling, scraping, catching or similar data gather or extraction methods or any harmful code or disabling technology. You must not register, subscribe or unsubscribe, or attempt to subscribe or unsubscribe, any party to the Platform if you are not expressly authorised to do so. You must not use the Platform to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk email, junk mail or spam; infringe property rights; or otherwise violate applicable laws or regulations or codes of conduct. You indemnify OISOOH against any loss or damage that may result from your use of the Platform and any breach of this EULA by you.
- 4. ACCOUNTS AND PASSWORDS.** You must register a user account with a log in name and password in the manner required by OISOOH. You are responsible to maintain the confidentiality of your password and shall be responsible for all uses via your registration and/or login, whether authorised or unauthorised by you. You agree to immediately notify OISOOH of any unauthorised use or your registration, user account or password.
- 5. CONTENT.** You are solely responsible for all information or data of any kind, whether text, software, files, code, music or sound, photographs or graphics, video or other materials appearing on the Platform which are uploaded, submitted or provided by you or provided by any person using your account (**Your Content**). You grant us a limited, revocable licence to use Your Content to the extent necessary for OISOOH to provide the Platform. OISOOH will not be responsible or liable to you in any way for Your Content, including for any breach of any copyright in Your Content and including to the extent Your Content is defamatory or otherwise unlawful. You warrant that you own or have the authorisation, right and/or licence to use Your Content on the Platform. We own all rights, title and interest, including copyright, in and to the information and data (including images, reports and analytics) provided by OISOOH on the Platform (**Our Content**). We grant to you a revocable, non-transferable, limited licence to use Our Content for the sole purpose of using the Platform. You agree to not make Our Content available to any third party, other than disclosure by means of any sharing functionality within the Platform which specifically allows for sharing between users, or otherwise sharing Our Content with your nominated agency or advertiser in connection with the campaign for which Our Content is provided (and only for that limited purpose and to those approved recipients). We may archive or delete Your Content and Our Content in accordance with applicable laws.
- 6. PRIVACY AND DATA.** By using the Platform, you consent to providing personal information to OISOOH in accordance with the terms of our [Collection Statement](#) and [Privacy Policy](#). OISOOH may collect, use, transfer, disclose, and otherwise process your personal information for the purposes associated with providing the Platform and as otherwise specified in our Collection Statement and Privacy Policy. You must: (i) comply with all applicable privacy and data security laws when using the Platform; (ii) comply with any privacy protocols provided by us; (iii) use personal information solely for the permitted use of the Platform; (iv) immediately notify us if you know of or suspect unauthorised use, copying or disclosure of personal information and provide all reasonable assistance to us to respond to or comply with any investigation or complaint. You agree that we may collect and use Our Content, Your Content and technical data (provided such content and data is de-identified) to facilitate the provision of updates, improvements, research, industry benchmarking, data aggregation, product support and other services related to the Platform.
- 7. THIRD PARTY CONTENT.** The Platform may display, include or make available third-party data, content or products (**Third Party Content**). OISOOH makes no representations or warranties and accepts no responsibility or liability in respect of the accuracy, completeness, validity or use of any Third Party Content. Any links to third party websites or services are provided solely as a convenience to you and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.
- 8. SECURITY AND AVAILABILITY.** You acknowledge that OISOOH cannot guarantee and does not warrant the security or availability of the Platform at all times. You acknowledge that the Platform may not be available to access all times for any reason including, but not limited to, maintenance, interruptions, network outages, interference with telecommunications or any other reason beyond OISOOH's reasonable control.
- 9. LIMITATION OF OUR LIABILITY.** OISOOH makes no representations about the suitability of the Platform for any purpose. OISOOH makes no representations about the availability of the Platform. OISOOH makes no representations about Our Content, including in respect of the accuracy of our reporting or analytics. To the maximum extent permitted by law, use of the Platform is at your own risk and the Platform

is provided “as is” and any express or implied warranties, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose are disclaimed. In no event will OISOOH be liable for any direct, indirect, incidental, special, exemplary, or consequential damages (including, not limited to, loss of business, profit or revenue; procurement of substitute goods or services; loss of use or data; or business interruption) however caused, whether in contract, tort or otherwise (including negligence) arising in any way out of use of the Platform, even if advised of the possibility of such damage. To the extent that any express or implied warranties cannot be excluded, OISOOH’s liability is limited, at OISOOH’s option, to the resupply of a service or payment of the cost of having the service supplied again.

- 10. MAINTENANCE AND UPGRADES.** OISOOH reserves the right to modify, suspend, enhance, update or improve the Platform with or without notice and without liability to you. Updates may modify or delete certain features and/or functionalities of the Platform.
- 11. COMPLIANCE WITH LAWS.** The Platform may only be applied and used in accordance with applicable laws. It is your sole responsibility to adhere to such laws. OISOOH does not accept any liability whatsoever for your violation of such laws.
- 12. APPLICATION OF THIS EULA.** This EULA applies to all individual users of the Platform and all clients of OISOOH, including agencies and advertisers. If you are a company client which has entered into an Insertion Order or Services Agreement with OISOOH, you must ensure that you obtain the acceptance of all end users of this EULA. If you are an employee or contractor of a client, your use of the Platform will be governed under the terms of this EULA and any applicable Insertion Order or Services Agreement. To the extent of any inconsistency between the terms of this EULA and the terms of any Insertion Order or Services Agreement, the terms of such Insertion Order or Services Agreement will prevail.
- 13. TERMINATION.** Without prejudice to any other rights, OISOOH may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In addition, OISOOH may at any time and for any or no reason, suspend or terminate this EULA with or without prior notice. In such event, the licence granted by OIS for use of the Platform immediately ceases and we may deactivate your ability to access or use the Platform.
- 14. GENERAL.** This EULA is governed by the laws of New South Wales. The failure of either party to assert any right under this EULA will not be considered a waiver of any that party’s right and that right will remain in full force and effect. OISOOH may assign its rights and obligations under this EULA, you may not. All or part of any provision of this EULA that is illegal or unenforceable may be severed from this EULA and the remaining provisions of this EULA will continue in force. OISOOH reserves the right to amend, update, change or delete portions of this EULA at any time without prior notice and you should review the EULA from time to time to ensure you are familiar with your obligations.