

# END USER LICENCE AGREEMENT

Between

**Veri Doc Global Pty Ltd**

and

**Customer**

**This Agreement** is made on the same day as the Customer Contract between the Customer and the Reseller.

BETWEEN        **Veri Doc Global Pty Ltd ("VeriDoc")**  
AND                **Customer**

## RECITALS

- A.        VeriDoc provides the Platform.
- B.        The Customer has entered into a Customer Contract with a Reseller in order to use the Platform.
- C.        In consideration of the Customer entering into the Customer Contract, VeriDoc agrees to provide the Customer with access to the Platform according to the terms of this EULA.

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## 1.        **Definitions**

1.1        The following terms apply unless the context requires otherwise:

- (a)        **Account** means an account enabling the Customer to access and use the Platform.
- (b)        **Business Day** means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in the place where an act is to be performed or a payment is to be made.
- (c)        **Customer** means the entity identified as the "Customer" in the Customer Contract to which this EULA is a schedule.
- (d)        **Customer Contract** means the contract between the Customer and the Reseller, authorised by VeriDoc, and to which this EULA is a schedule.
- (e)        **Customer Data** means all data, works and materials:
  - (i)        uploaded to the Platform by the Customer; and
  - (ii)        generated as a result of the use of the Platform by the Customer.
- (f)        **Documentation** means online user guide for the Platform, as updated from time to time, and user manuals or technical publications VeriDoc makes available to the Customer in connection with the access or use of the Platform.
- (g)        **End User Licence Agreement** means this document, including any schedule or annexure to it.
- (h)        **EULA** means End User Licence Agreement.
- (i)        **Force Majeure Event** means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power

failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars).

- (j) **Intellectual Property Rights** mean all present and future rights:
  - (i) wherever in the world, however conferred, whether registrable, unregistrable, registered or unregistered;in or in relation to:
  - (ii) any copyright and related rights, database rights, design, patent, trade mark, circuit layouts, domain name (whether registered, unregistered or applied for), business and trade names, know how, inventions, processes, trade secrets, service marks, passing off rights, unfair competition rights, petty patent, semi-conductor topography rights and rights in designs, confidential information (whether in writing or recorded in any form), and any other proprietary, licence or personal rights arising from intellectual activity in the business, industrial, scientific, literary or artistic fields.
- (k) **Licence** means the licence of software granted pursuant to this EULA.
- (l) **Law** includes any requirement of any statute, rule, regulation, proclamation, order in council, ordinance or by-law whether country, state, territorial or local;
- (m) **Maintenance Services** means the general maintenance of the Platform, and the application of Updates and Upgrades;
- (n) **Personnel** means, in relation to a party, the directors, officers, employees, contractors, consultants, agents and subcontractors of that party (provided however that the Customer will not be regarded as the Personnel of VeriDoc).
- (o) **Platform** means the anti-fraud document verification service provided by VeriDoc to the Customer according to the terms of this EULA;
- (p) **Reseller** means the entity which has:
  - (i) entered into a Reseller Agreement with VeriDoc; and
  - (ii) a Customer Contract with the Customer.
- (q) **Reseller Agreement** means the agreement between VeriDoc and the Reseller which authorises the Reseller to enter into Customer Contracts to provide access to the Platform.
- (r) **Update** means a hotfix, patch or minor version update to the Platform.
- (s) **Upgrade** means a major version upgrade of the Platform.
- (t) **Term** means the term of the Customer Contract, until expiry or termination pursuant to that Customer Contract.

## 1.2 Interpretation

- (a) Reference to:
  - (i) one gender includes all others;
  - (ii) the singular includes the plural and the plural includes the singular;
  - (iii) a person includes a body corporate;

- (iv) a party includes the party's executors, administrators, successors and permitted assigns;
- (v) a statute, regulation or provision of a statute or regulation ("**Statutory Provision**") includes:
  - A. that Statutory Provision as amended or re-enacted from time to time; and
  - B. a statute, regulation or provision enacted in replacement of that Statutory Provision; and
- (vi) money is to Australian dollars, unless otherwise stated.
- (vii) "Including and similar expressions are not words of limitation.
- (viii) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (ix) Headings and any table of contents or index are for convenience only and do not form part of this EULA or affect its interpretation.
- (x) A provision of this EULA must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the EULA or the inclusion of the provision in the EULA.
- (xi) If an act must be done on a specified day which is not a Business Day, it must be done instead on the next Business Day.
- (xii) A reference to this EULA, includes this EULA as notated, altered or replaced from time to time.

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## 2. **Term**

This EULA will operate during the Term.

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## 3. **Licence to use the Platform**

- 3.1 VeriDoc warrants that it has the authority to grant the Licence.
- 3.2 VeriDoc licenses the Customer to use the Platform in accordance with this EULA during the Term.
- 3.3 The Licence is non-transferable.
- 3.4 Save to the extent permitted by applicable law, the Customer has no right to access the software code (including object code, intermediate code and source code) of the Platform, either during or after the Term.

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## 4. **Access to the Platform**

- 4.1 VeriDoc will make available an Account for the Customer, and the login details for that Account.

- 4.2 VeriDoc must use reasonable endeavors to maintain the availability of the Platform to the Customer but does not guarantee 100% availability.
- 4.3 For the avoidance of doubt, downtime caused directly or indirectly by any of the following will not be considered a breach of the EULA by VeriDoc:
- (a) a Force Majeure Event;
  - (b) a fault or failure of the internet or any public telecommunications network;
  - (c) a fault or failure of the Customer's computer systems or networks;
  - (d) any breach of the EULA by the Customer; or
  - (e) provision of the Maintenance Services by VeriDoc.

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**5. Documentation**

- 5.1 VeriDoc will make the Documentation available to the Customer on its current (at any given time) website.
- 5.2 VeriDoc warrants that the Documentation will enable the Customer to operate the Platform in the manner reasonably contemplated by the parties.
- 5.3 VeriDoc will give notice from time to time of any amendments to the Documentation.
- 5.4 The Customer acknowledges VeriDoc's Intellectual Property Rights in the Documentation, and will not copy the Documentation except where necessary to enable proper use of the Platform in the manner reasonably contemplated by the parties.

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**6. Maintenance**

- 6.1 VeriDoc will provide the Maintenance Services.
- 6.2 VeriDoc will, where practicable, give the Customer at least 10 Business Days' prior written notice of scheduled Maintenance Services that are likely to affect the availability of the Platform or are likely to have a material negative impact upon the Platform.
- 6.3 VeriDoc will give to the Customer at least 24 hours' prior written notice of the application of an Upgrade to the Platform.
- 6.4 VeriDoc will give to the Customer:
- (a) written notice of the application of any security Update to the Platform; and
  - (b) at least 24 hours' prior written notice of the application of any non-security Update to the Platform.
- 6.5 VeriDoc will provide the Maintenance Services with reasonable skill and care.

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**7. Use of the Platform**

- 7.1 The Customer is responsible for ensuring that the Platform is used in accordance with the Customer Contract and the EULA.

## 7.2 Limitations

The Customer's Licence is subject to the following limitations:

- (a) the Platform may only be used by the Customer's Personnel;
- (b) the Customer must not sub-licence its right to access and use the Platform;
- (c) the Customer must not make, or attempt to make, any alterations to the Platform;
- (d) save to the extent permitted by applicable law, the Customer must not reverse assemble or reverse compile the Platform or any part of the Platform; and
- (e) the Customer must not use the Platform in any way that causes, or may cause, damage to the Platform or impairment of the availability or accessibility of the Platform.

## 7.3 Security

The Customer will use reasonable endeavours, including all reasonable security measures, to ensure there is no unauthorised access to the Platform.

## 7.4 Use in a lawful manner

The Customer must not use the Platform in:

- (a) any way that is unlawful, illegal, fraudulent or harmful; or
- (b) connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

## 7.5 Ownership

The Customer does not acquire any statutory, legal or equitable rights to or in the Platform, whether in its original form or in any modifications.

## 7.6 Copying

- (a) The Customer must not copy or attempt to copy the Platform.
- (b) The Customer must notify VeriDoc immediately upon becoming aware of any unauthorised use or copying of the whole or any part of the Platform or the Documentation.

## 7.7 Modification

- (a) The Customer must not modify the whole or any part of the Platform, or combine or incorporate the whole or any part of the Platform in any other program or system without the prior consent in writing of VeriDoc.
- (b) If the Platform is modified in accordance with clause (a), the modifications will, unless VeriDoc directs otherwise, be made in accordance with a written proposal submitted by the Customer to VeriDoc.
- (c) The Customer will fully indemnify and hold harmless VeriDoc against any liability incurred if the said modifications infringe the Intellectual Property Rights of a third person.
- (d) The Platform as modified remains the property of VeriDoc.
- (e) This EULA will continue to apply to the Platform as modified.

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## 8. Customer Data

- 8.1 The Customer grants to VeriDoc a non-exclusive licence to copy and modify the Customer Data to the extent reasonably required for the performance of VeriDoc's obligations and the exercise of VeriDoc's rights under the EULA.
- 8.2 The Customer also grants to VeriDoc the right to sub-license these rights to its hosting, connectivity and telecommunications service providers to the extent reasonably required for the performance of VeriDoc's obligations and the exercise of VeriDoc's rights under the EULA, subject always to any express restrictions elsewhere in the EULA.
- 8.3 The Customer warrants to VeriDoc that:
- (a) the Customer Data when used by VeriDoc in accordance with the EULA will not infringe the Intellectual Property Rights or other legal rights of any person and will not breach the provisions of any law, statute or regulation in any jurisdiction and under any applicable law;
  - (b) it retains its own copies of any Customer Data uploaded to the Platform; and
  - (c) it retains its own copies of any Customer Data generated by the Platform.
- 8.4 VeriDoc will not:
- (a) create copies of the Customer Data (save for temporary copies created by the Platform in the course of its normal operations);
  - (b) retain copies of the Customer Data (save for so long as is necessary to complete the operations conducted by the Platform in the course of its normal operations); or
  - (c) facilitate any restoration of the Customer Data.
- 8.5 To the extent permitted by applicable Law, VeriDoc bears no responsibility for the loss of any Customer Data or any consequential loss that might follow that loss.

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## 9. Warranties

### 9.1 Performance

- (a) VeriDoc warrants that the Platform will perform substantially in accordance with the Documentation.
- (b) The Customer agrees to notify VeriDoc as soon as the Customer become aware of any breach of the warranty in clause 9.1(a) and that VeriDoc will be given a reasonable period of time to rectify the Platform to comply with the warranty.
- (c) Where the Platform fails to perform as represented in accordance with the warranty in clause 9.1(a) (either express or implied) then, to the extent permitted by law, the Customer's claim against VeriDoc is limited to:
  - (i) rectifying any implementation of the Platform to the extent necessary to rectify the failure of the warranty;
  - (ii) the rectification of the Platform; and
  - (iii) the cost of repairing or replacing the services provided by the Platform.

VeriDoc reserves the right to determine which of these solutions will be applied.

- (d) VeriDoc is not liable for any consequential loss that might arise from a breach of the EULA by VeriDoc.
- (e) If the Customer becomes aware of an occasion where the Platform has not performed substantially in accordance with the Documentation, and the Customer notifies VeriDoc within 30 days:
  - (i) that the Platform is not performing substantially in accordance with the Documentation; and
  - (ii) provides sufficient particularity regarding the alleged defects or errors so as to enable VeriDoc to remedy the defects or errors,

VeriDoc will at its own expense, commence examining the software within three working days and, as soon as practicable thereafter, rectify the failure to perform.

- (f) The warranty in clause 9.1(a):
  - (i) is subject to the Customer having fully complied with its obligations under the EULA;
  - (ii) is not a warranty that the results obtained from the Platform will be in accordance with the Customer's expectations; and
  - (iii) does not operate where the substantial non-performance arises in any respect from the operation of the Platform, or anything not provided by the Reseller.

## 9.2 Intellectual property

VeriDoc will not be liable to the Customer under clause 9.1(a) if:

- (a) The Customer does not notify VeriDoc of the other person's claim or of infringement of copyright within seven days after becoming aware of the claim;
- (b) VeriDoc's ability to defend the claim has been prejudiced by the Customer's non-compliance with any of its obligations under this EULA;
- (c) The Customer does not give VeriDoc reasonable assistance in defending the claim;
- (d) the claim has arisen because of the use of the Platform in combination with equipment, materials or computer programs not supplied or approved by VeriDoc; or
- (e) the Customer does not permit VeriDoc to have control of the defence of the claim and all related settlement negotiations.

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## 10. Confidentiality

### 10.1 VeriDoc must:

- (a) treat all Customer Data as confidential and ensure that its Personnel also treat the Customer Data as confidential;
- (b) not disclose the Customer Data to any other person without the Customer's prior written consent;

- (c) use the same degree of care to protect the confidentiality of the Customer Data as VeriDoc uses to protect its own confidential information of a similar nature, being at least a reasonable degree of care;
    - (d) not use any of the Customer Data for any purpose other than the provision of the Platform.
  - 10.2 Notwithstanding Clause 10.1, VeriDoc may disclose the Customer Data to VeriDoc's officers, employees, professional advisers, insurers, agents and subcontractors who have a need to access the Customer Data for the performance of their work with respect to the EULA and who are bound by a written agreement or professional obligation to protect the confidentiality of the Customer Data.
  - 10.3 The restrictions in this Clause 10 do not apply to the extent that the Customer Data:
    - (a) was known to VeriDoc before disclosure under the EULA and is not subject to any other obligation of confidentiality;
    - (b) is or becomes publicly known through no act or default of VeriDoc;
    - (c) is obtained by VeriDoc from a third party in circumstances where VeriDoc has no reason to believe that there has been a breach of an obligation of confidentiality;  
or
    - (d) is required to be disclosed by any law or regulation, by any judicial or governmental order, or pursuant to legal disclosure requirements relating to the listing of the stock of VeriDoc on any recognised stock exchange.
  - 10.4 The provisions of this Clause 10 will continue in force indefinitely following the termination of the EULA.
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## 11. **Reservation of Rights**

All title and copyrights in and to the Platform, and any copies of the Platform, are owned by VeriDoc and/or its affiliates. All rights not expressly granted are reserved by VeriDoc and/or its affiliates. In particular, this EULA does not grant the Customer any rights in connection with any trademarks or service marks of VeriDoc and/or its affiliates. Use of the Platform for any purpose other than expressly permitted in this EULA is prohibited, and may result in severe civil and criminal penalties.

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## 12. **Acknowledgements**

### 12.1 Absence of Data retention

The Customer acknowledges that VeriDoc does not retain copies of Customer Data uploaded to the Platform, save in accordance with clause 8.4.

### 12.2 Exclusion of Relationships

The Customer acknowledges that its relationship with VeriDoc is one of licensor and licensee.

In particular, the Customer acknowledges that it is not in a partnership, employee/employer or agency relationship with either:

- (a) VeriDoc; or
- (b) the Reseller.

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## 13. Termination

- 13.1 The EULA may be terminated immediately on the happening of a terminating event at the option of the affected party.
- 13.2 The following are terminating events:
- (a) the termination of the Customer Contract;
  - (b) the termination of the Reseller Agreement;
  - (c) the breach or threatened breach by either party of any of its material obligations under this EULA;
  - (d) the appointment of any type of insolvency administrator in respect of the property or affairs of either party;
  - (e) the entry or proposed entry by either party into any scheme, composition or arrangement with any of its creditors;
  - (f) the permanent discontinuance of use of the Platform or any part of the Platform by the Customer;
  - (g) the merger with or the takeover of either party by another person; or
  - (h) any event described in this EULA as a terminating event.
- 13.3 If the terminating event is one specified in clause 13.2(c), the affected party will give to the other party notice of that event and require the breach to be remedied or a written undertaking to be given that the breach will not occur, as the case may be. If the breach is not remedied or the undertaking not given (as the case may be) within 14 days the affected party may agree to waive its rights under this clause if satisfied that the happening of the terminating event has not in any way prejudiced its position under this EULA.
- 13.4 If the subject of the terminating event is the Customer, the Customer must immediately on termination return to VeriDoc any and all information provided to the Customer to allow the Customer to use the Platform. Alternatively, if VeriDoc requests, the Customer must destroy such information and must certify in writing to VeriDoc that they have been destroyed.
- 13.5 Any termination of the EULA will not affect any accrued rights or liabilities of either party, nor will it affect any provision of this EULA which is expressly or by implication intended to continue in force after such termination.

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## 14. Specific Use

VeriDoc makes no representations about the suitability of the Platform for any purpose. This Platform is provided by VeriDoc "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 VeriDoc be liable for any direct, indirect, incidental, special, exemplary, or consequential damages (including, not limited to, procurement of substitute goods or services, loss of use, data or profits; or business interruption) however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising in any way out of use of this software, even if advised of the possibility of such damage.

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15. **Accounts and Passwords**

- 15.1 The Customer is responsible for maintaining the confidentiality of its password and will be responsible for all uses via the Customer's registration and/or login, whether authorised or unauthorised by the Customer.
- 15.2 The Customer agrees to immediately notify VeriDoc upon becoming aware of any unauthorised use of the Customer's registration, user account or password.

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16. **Customer's Conduct**

- 16.1 The Customer agrees that it will be 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 ("**Content**") which it uploads to the Platform.
- 16.2 VeriDoc will not be responsible to the Customer in any way for the Content that is uploaded to the Platform nor for any error or omission nor liable for any breaches of any copyright in the content uploaded to the Platform by the Customer.

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17. **Third Party Services**

Goods and services of third parties may be advertised and/or made available on or through the Platform. Representations made regarding products and services provided by third parties are governed by the policies and representations made by these third parties. VeriDoc will not be responsible for or responsible in any manner for any dealings or interaction with third parties.

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18. **User Warranty**

- 18.1 The Customer warrants that it owns or has the right and licence to use any and all information uploaded to the Platform.
- 18.2 The Customer indemnifies VeriDoc against any loss or damage (including consequential loss) that may result from any information uploaded to the Platform, including but not limited to copyright breach.

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19. **Dispute Resolution**

- 19.1 All disputes or claims arising out of or in connection with the EULA shall be submitted to the Australian Centre for International Commercial Arbitration for resolution by mediation in accordance with the Mediation Procedure of the Australian Centre for International Commercial Arbitration for the time being in force.
- 19.2 The parties agree to participate in the mediation and undertake to abide by the terms of any settlement reached.
- 19.3 If the mediation is unsuccessful, the dispute(s) or claim(s) shall be exclusively referred to binding arbitration in Australia in accordance with the Arbitration Rules of the Australian Centre for International Commercial Arbitration in force at such time, which rules shall be deemed to be incorporated by reference into this Agreement. The tribunal shall consist of a sole arbitrator. The seat of arbitration shall be Brisbane, Australia and the language to be used in the arbitral proceedings shall be English.

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20. **Notice**

20.1 Notices under this EULA must be in writing and may be delivered:

- (a) electronically to the Customer's Account;
- (b) electronically to the last valid email address provided by the Customer to VeriDoc;  
or
- (c) by hand delivery or registered post to the registered address of the Customer.

20.2 Notice will be deemed given:

- (a) in the case of electronic delivery to the Account, on the day at the time at which it is received in that Account;
- (b) in the case of hand delivery, upon written acknowledgement of receipt by an officer or other duly authorised employee, agent or representative of the receiving party; or
- (c) in the case of posting, three (3) days after dispatch.

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21. **Stamp Duty**

All stamp duty on or in respect of this EULA will be borne and paid by the Customer.

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22. **Trademark**

VeriDoc Global is a registered trademark of VeriDoc.

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23. **Implied Terms**

23.1 Subject to clause 23.2, any condition or warranty which would otherwise be implied in this EULA is hereby excluded.

23.2 Where legislation implies in this EULA any condition or warranty, and that legislation avoids or prohibits provisions in a contract excluding or modifying application of or exercise or liability under such condition or warranty, the condition or warranty will be deemed to be included in this EULA. However, the liability of VeriDoc for any breach of such condition or warranty will be limited, at the option of VeriDoc, to one or more of the following:

- (a) if the breach relates to goods:
  - (i) the replacement of the goods or the supply of equivalent goods;
  - (ii) the repair of such goods;
  - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
  - (iv) the payment of the cost of having the goods repaired; and
- (b) if the breach relates to services:

- (i) the supplying of the services again; or
- (ii) the payment of the cost of having the services supplied again.

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24. **General**

24.1 Variation

No variation, modification or waiver of any provision of this EULA nor consent to any departure by either party will have force or effect unless the variation, modification, waiver or consent is confirmed in writing, signed by the parties, and then such variation, modification, waiver or consent will be effective only to the extent for which it is made or given.

24.2 Waiver

No failure, delay, relaxation or indulgence on the part of any party in exercising any power or right conferred by the terms of this EULA will operate as a waiver of such power or right, nor will any single exercise of any such power or right preclude any other or future exercise of that power or right under this EULA.

24.3 Severability

If any provision of this EULA will be invalid and not enforceable in accordance with its terms, all other provisions which are self-sustaining and capable of separate enforcement without regard to the invalid provisions, will be and will continue to be valid and enforceable in accordance with their terms.

24.4 Subject to any provision to the contrary, this EULA will continue for the benefit of and be binding upon the parties and their successors, trustees, permitted assigns or receivers but will not continue for the benefit of any other persons.

24.5 The covenants, conditions and provisions of this EULA which are capable of having effect after the expiration of the EULA will remain in full force and effect following the expiration of the EULA.

24.6 The parties must sign all documents and do all things necessary or desirable to give effect to this EULA and will procure its officers, employees and agents to declare make or sign all documents and do all things necessary or desirable to give full effect to this EULA.

24.7 Assignment

- (a) The Customer may not assign, whether in whole or part, the benefit of this EULA or any rights or obligations hereunder, without the prior written consent of VeriDoc.
- (b) VeriDoc may assign its rights and obligations under the EULA and will be released of any further obligation.

24.8 Entire Agreement

This EULA supersedes all prior agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the parties relating to the Platform. No addition to or modification of any provision of this EULA will be binding upon the parties unless made by written instrument signed by a duly authorised representative of the party.

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25. **Jurisdiction**

25.1 Law of Australia

This EULA is governed by the law of Australia and the parties submit to the exclusive jurisdiction of its courts.

25.2 Alternative

If for any reason, the law of Australia does not apply, in the event that this EULA conflicts with any law under which any provision may be held invalid by a court with jurisdiction over the parties, such provision will be interpreted to reflect the original intention of the parties in accordance with applicable law, and the remainder of this EULA will remain valid and intact.

The Customer agrees that, subject to any statute or contrary law, that any claim or cause arising out of the use of the Platform must be filed within one (1) year after such claim or cause arising out of the use of the Platform or the claim will be forever barred.