

Seedooh

Terms Of Use

1. Seedooh

This application (the "Application") is owned and operated by Seedooh Pty Ltd (ABN 38 138 713 630) ("Seedooh").

2. Acceptance of these Terms of Use

You may only access and use the Application if you agree with and comply with these Terms Of Use (including Seedooh's Privacy Policy, below, which forms part of these Terms Of Use). Please read these Terms Of Use carefully before using the Application.

Seedooh reserves the right to amend, update, change or delete portions of the Terms Of Use at any time without prior notice and you should review the Terms Of Use from time to time to ensure you are familiar with your obligations.

By clicking the "I Agree" button, downloading or using the Application, you are agreeing to be bound by these Terms Of Use.

3. Intellectual Property

The Application and its features and functionality are and will remain the exclusive property of Seedooh. The content appearing on the Application is and will remain the exclusive property of either Seedooh or Seedooh's licensors. The Application and the content appearing on it are protected by copyright and other laws of both the Australia and foreign countries. You must not use any Seedooh trade marks except with the prior written consent of Seedooh. Nothing in these Terms Of Use constitutes a transfer of any intellectual property rights from Seedooh to you.

4. Licence

Seedooh grants you a revocable, non-exclusive, non-transferable, limited license to download, install and use the Application strictly in accordance with these Terms Of Use.

You must not do anything in connection with your use of the Application which violates or infringes the rights (including rights of privacy, publicity, copyright, trade mark rights and contract rights) of any other person or party or infringes any law.

5. Restrictions

- 5.1 You agree not to, and you will not permit others to:
- a. license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or copy the Application;
 - b. modify, make derivative works of, disassemble, decrypt, reverse compile or reverse engineer any part of the Application; or
 - c. remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of Seedooh or any other party which appears in the Application.
- 5.2 You agree not make any data or information which you access via the Application available to any third party, other than disclosure, by means of the Sharing Functionality (as defined below), to a staff member of a media buying agency, an advertising agency or an advertiser who is a staff member involved in planning, managing or buying media for the campaign to which the relevant data or information relates. "Sharing Functionality" means the functionality within the Application which allows users to:
- a. export reports of campaign data and email those reports to other persons; and
 - b. invite other persons to view campaign data within the Application.

6. Your account details

You must keep your account details private and must not disclose them to any other person. If you believe that your account details have been compromised, you must notify Seedooh, and change your account details, as soon as reasonably practicable.

7. Your suggestions

Any feedback, comments, ideas, improvements or suggestions (collectively, "Suggestions") provided by you to Seedooh with respect to the design and development of the Application will be the sole and exclusive property of Seedooh. Seedooh will be free to use, copy, modify, publish, or redistribute the Suggestions for any purpose and in any way without any credit or any compensation to you.

8. Modifications

Seedooh reserves the right to modify, suspend or discontinue, temporarily or permanently, the Application or any service to which it connects, with or without notice and without liability to you.

9. Updates

Seedooh may from time to time provide enhancements or improvements to the features/functionality of the Application, which may include patches, bug fixes, updates, upgrades and other modifications ("Updates").

Updates may modify or delete certain features and/or functionalities of the Application. You agree that Seedooh has no obligation to (i) provide any Updates, or (ii) continue to provide or enable any particular features and/or functionalities of the Application to you.

You further agree that all Updates will be (i) deemed to constitute an integral part of the Application, and (ii) subject to these Terms Of Use.

10. Third Party Content

The Application may display, include or make available third party data or other third party content, or provide links to third party websites or services ("Third Party Content").

Seedooh 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.

11. Limitation Of Liability

- a. Nothing in these Terms Of Use excludes, restricts, or modifies any rights that you have under the Competition and Consumer Act 2010 (Cth).
- b. To the maximum extent permitted by law (but subject to clause 11(a)), Seedooh will not be liable for any direct or indirect loss, damage, costs or expenses of any kind (including without limitation consequential loss or damages, loss of profit, loss of opportunity, loss of revenue, loss of data, loss of use, or loss or damage resulting from claims of third parties) which result from any use of or access to the Application, or any inability to use or access the Application, even if Seedooh has been advised of the possibility of such loss, damage, costs or expenses.

12. Disclaimer

To the maximum extent permitted by law (but subject to clause 11(a):

- a. Seedooh makes no warranties of any kind, express or implied, about the Application, including but not limited to any warranties:
 - i. that your access to or use of the Application will be free from errors, defects, bugs or viruses, uninterrupted, or reparable if damaged or impaired;
 - ii. that the Application will meet your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected; or
 - iii. that the Application, its servers, the content contained in it, or e-mails or other transmissions sent from or on behalf of Seedooh are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components;
- b. Seedooh is not responsible for any technical problems or malfunction of any telephone network or lines, online systems, servers, providers, hardware, software, due to technical problems or traffic congestion on the internet or on the Application.

13. Indemnity

You indemnify Seedooh, its related bodies corporate, subsidiaries, licensees and/or assignees, and their respective officers, agents, partners and employees (the "Indemnified Parties") in respect of any claims, loss, damage or costs (including legal costs on a full indemnity basis) arising from or in connection with:

- a. any breach or alleged breach by you of any of your warranties or obligations in these Terms Of Use;
- b. your use of the Application; or
- c. any violation by you of any law or the rights of any third party.

Seedooh holds the benefit of this indemnity as principal and as trustee on behalf of the other Indemnified Parties

14. Term and termination

This agreement constituted by these Terms Of Use (the "Agreement") shall remain in effect until terminated by you or Seedooh.

Seedooh may, in its sole discretion, at any time and for any or no reason, suspend or terminate the Agreement with or without prior notice.

The Agreement will terminate immediately, without prior notice from Seedooh, in the event that you fail to comply with any provision of the Agreement. You may also terminate the Agreement by deleting the Application and all copies thereof from your mobile device or from your computer.

Upon termination of the Agreement, you shall cease all use of the Application and delete all copies of the Application from your mobile device or from your computer.

Termination of the Agreement will not limit any of Seedooh's rights or remedies at law or in equity in case of breach by you (during the term of the Agreement) of any of your obligations under the Agreement.

15. Severability

If any part of these Terms Of Use are or become illegal, invalid or unenforceable in any relevant jurisdiction, the legality, validity or enforceability of the remainder of these Terms Of Use will not be affected and these Terms Of Use will be read as if the part had been deleted in that jurisdiction only.

16. Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms Of Use shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute waiver of any subsequent breach.

17. Amendments

Seedooh reserves the right, at its sole discretion, to modify or replace these Terms Of Use at any time. By continuing to access or use the Application after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Application.

18. Seedooh Affiliate users

If you are an employee of a company (a "Seedooh Affiliate") with whom Seedooh has a separate agreement regarding the licensing of the Application to that company ("Seedooh Affiliate Agreement"):

- a. your use of the Application will be governed by the terms of the Seedooh Affiliate Agreement; and
- b. to the extent that the Seedooh Affiliate Agreement deals with any subject matter which is also dealt with in this Agreement, the terms of the Seedooh Affiliate Agreement will prevail to the extent of any inconsistency.

19. Governing Law

The laws of Victoria, Australia, excluding its conflicts of law rules, shall govern these Terms Of Use and your use of the Application. Your use of the Application may also be subject to **5**.