

Terms of Use and Privacy Policy
Effective Date of Last Revision: February, 2016

This software application is controlled by iGloo Software Pty Ltd (referred to herein together with its affiliates as “iGloo”, “us”, “we”, or the “Company”). By creating a user account and/or the “Company”). By creating a user account and/or accessing or using the associated software, products and/or devices (the “Services”), you represent and warrant that you have read, understand and agree to be bound by these Terms of Use and Privacy Policy (collectively, the “Terms of Use” or “Agreement”). We reserve the right, at our sole discretion, to change, modify, add, or delete portions of these Terms of Use on this page and will indicate at the top of this page the date these terms were last revised. If you have a user account prior to any such changes, you will be prompted to review the revised Terms of Use, and accept them, prior to logging in to your user account. Your continued use of the Services after any such changes constitutes your acceptance of the new Terms of Use. If you do not agree to abide by these or any future Terms of Use, do not use or access (or continue to use or access) the Services.

PLEASE READ THESE TERMS OF USE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, AND A DISPUTE RESOLUTION CLAUSE THAT GOVERNS HOW DISPUTES WILL BE RESOLVED.

Commonly Used Terms and their Definitions

All initial capitalised terms used in this Agreement shall have the meaning ascribed to such terms. In addition to the terms defined elsewhere in this Agreement, the following Terms shall have the meaning listed below:

- “Content” includes all information downloaded, uploaded or appearing on the Services and which may become available for use or display, including without limitation all designs, text, graphics, pictures, video, animation, information, applications, software, programs, music, sound, audio, schematics, illustrations, diagrams, data and other files and creative output, in whatever format.
- “Intellectual Property Rights” means any writing, trade name, trademark, service mark, mask work or any other material registered or otherwise protected or protectable under state, federal, or foreign patent, trademark, copyright, trade secret or similar laws.
- “Non-iGloo Product” means a product manufactured and/or controlled by a Person other than (a) iGloo, Inc. and (b) a Person owned or controlled by iGloo.
- “Person” means any individual, trust or legal entity.
- “Personally Identifiable Information” means information that can be reasonably linked to a specific User.
- “Proprietary Information” includes any scientific, technical, trade or business secrets of any person or entity and any scientific, technical, trade or business materials that a person or entity treats, or is obligated to treat, as confidential or proprietary, including, but not limited to, Inventions belonging to a person or entity and confidential information obtained by or given to a person or entity about or belonging to a third party.
- “User” is anyone that creates an account and is registered to provide content on the Services and includes all other Persons who participate on the Services other than the Company.

iGloo Control of the Services

You acknowledge that iGloo is a service provider that generally does not regulate the content of Users’ interactions with the Services. As a result, iGloo has very little control, if any, over the quality, safety, morality, legality, truthfulness or accuracy of User Content provided by Users. Nonetheless, iGloo reserves the right to monitor and/or limit any User Content provided by a User on the Services.

Service Interruptions and Changes to the Services

iGloo reserves the right to interrupt the Services with or without prior notice for any reason or no reason. You agree that iGloo will not be liable for any interruption of the Services, delay or failure to perform. iGloo has the right at any time for any reason or no reason to change and/or eliminate any aspect(s) of the Services as it sees fit in its sole discretion.

Eligibility

Participation in the Services is void where prohibited. The Services are intended solely for users who are thirteen (13) years of age or older. Any registration by, use of or access to the Services by anyone under 13 is unauthorised, unlicensed and in violation of these Terms of Use. By using the Services, you represent and warrant that you are 13 or older, and that you agree to and will abide by all the terms and conditions of this Agreement.

Registration Data; Account Security

In consideration of your use of the Services, you agree to (a) provide accurate, current and complete information about you as may be prompted by any registration forms on the Services ("Registration Data"); (b) maintain the security of your password and identification; (c) maintain and promptly update the Registration Data and any other information you provide to Company, and keep it accurate, current Registration Data and any other information you provide to Company, and keep it accurate, current and complete; and (d) be fully responsible for all use of your account and for any actions that take place using your account.

Proprietary Rights in Content; Limited License

All Content is the proprietary property of the Company, its Users or other licensors, with all rights reserved. No Content may be modified, copied, distributed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without the Company's prior written permission, except that the foregoing does not apply to Content that is legally provided by Users on the Services, which is addressed in more detail in the section below titled "Ownership of Content." Provided that you are eligible for use of the Services, you are granted a limited license to access and use the Services and the Content and to download or print a copy of any portion of the Content to which you have properly gained access solely for your own personal use, in connection with participating on the Services. Except for your own Content, you may not upload or republish Content on any Internet, Intranet or Extranet services or incorporate the information in any other database or compilation, and any use of the Content not explicitly permitted herein is strictly prohibited. The foregoing license is subject to these Terms of Use and does not access and use the Services and the Content and to download or print a copy of any portion of the Content to which you have properly gained access solely for your own personal use, in connection with participating on the Services. Except for your own Content, you may not upload or republish Content on any Internet, Intranet or Extranet services or incorporate the information in any other database or compilation, and any use of the Content not explicitly permitted herein is strictly prohibited. The foregoing license is subject to these Terms of Use and does not include use of any data mining, robots or similar data gathering or extraction methods. Any use of the Services or the Content other than as specifically authorised herein, without the prior written permission of Company, is strictly prohibited and will terminate the license granted herein. Such unauthorised use may also violate applicable laws including copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms of Use shall be construed as conferring any license to Intellectual Property Rights, whether by estoppel, implication or otherwise. The foregoing license is revocable at any time by the Company without notice and with or without cause.

Ownership of Content

The Company and each User that is a party to this Agreement acknowledges and agrees that, subject to the terms and conditions of this Agreement, Users may retain any and all applicable Intellec-

tual Property Rights with respect to any Content that a User creates or submits using the Services, to the extent such User has such rights under applicable law.

Notwithstanding the foregoing, you understand and agree that by submitting Content to any area of the Services, you automatically grant (and you represent and warrant that you have the right to grant) to the Company: (a) a royalty-free, worldwide, fully paid-up, perpetual, irrevocable, non-exclusive right and license to use, reproduce and distribute your Content within the Services, as permitted by you through your interactions on the Services, (b) the perpetual and irrevocable right to delete any or all of your Content from Company owned, controlled or used server and from Services, for any reason or no reason, whether intentional or unintentional, and, without any liability of any kind to you or any other party; and (c) a royalty-free, fully paid-up, perpetual, irrevocable, non-exclusive right and license to copy, analyse and use any of your Content as the Company may deem necessary or desirable for purposes of debugging, testing and/or providing support services in connection with the Services.

You further understand and agree that (i) you are solely responsible for understanding all copyright, patent, trademark, trade secret and other intellectual property or other laws that may apply to your Content hereunder, including without limitation, any rights or obligations you may or may not have concerning Open Source Software; (ii) you are solely responsible for, and the Company will have no liability in connection with, the legal consequences of any actions or failures to act on your part while using the Services, including without limitation any legal consequences relating to your or any other Person's Intellectual Property Rights or Proprietary Information; and (iii) iGloo's acknowledgement hereunder of your Intellectual Property Rights in your Content does not constitute a legal opinion or legal advice, but is intention not to require Users of the Company's intention not to require Users of the Services to forego certain Intellectual Property Rights with respect to Content they submit to the Services, subject to the terms of this Agreement.

iGloo retains ownership of User account data, regardless of any Intellectual Property Rights in User provided Content.

You agree that even though you may retain certain copyright or other Intellectual Property Rights with respect to Content that is submitted on the Services, you do not own the account you use to access the Services, nor do you own any data iGloo stores on its servers (including without limitation any data representing or embodying any or all of your Content). Your Intellectual Property Rights in any Content, if any, do not confer any rights of access to the Services or any rights to data stored by or on behalf of the Company.

Conduct By Users; Prohibited Conduct

You agree that you shall not: (i) take any action or upload, post, e-mail or otherwise transmit to or via the Services any Content that infringes or violates any third party rights, including without limitation all Intellectual Property Rights, or that constitutes any other Person's Proprietary Information; (ii) impersonate any Person without their consent, including, but not limited to, an iGloo employee, or falsely state or otherwise misrepresent your affiliation with any Person; (iii) take any action or upload, post, e-mail or otherwise transmit to or via the Services any Content that violates any law or regulation; (iv) take any action or upload, post, e-mail or otherwise transmit to or via the Services any Content as determined by iGloo at its sole discretion that is harmful, threatening, abusive, harassing, causes tort, defamatory by iGloo at its sole discretion that is harmful, threatening, abusive, harassing, causes tort, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially ethnically or otherwise objectionable; (v) take any actions or upload, post, e-mail or otherwise transmit to or via the Services any Content that contains any viruses, Trojan horses, worms, spyware, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; (vi) take any action or upload, post, e-mail or otherwise transmit to or via the Services any Content that would violate any right or duty under any law or under con-

tractual or fiduciary relationships (such as inside information, any other form of solicitation that the Company considers in its sole discretion to be of such nature; (vii) interfere with or disrupt the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services; (ix) attempt to gain access to any other User's account or password; or (x) "stalk", abuse or attempt to abuse, or otherwise harass another user; (xi) charge any third party for use of the Services; or (xii) modify, adapt, reverse engineer, decompile or attempt to discover the source code of the Services. Any violation by you of the terms of the foregoing may result in immediate and permanent suspension or cancellation of your account.

Monitoring Content

iGloo is not responsible or liable in any manner for any Content posted on the Services or in connection with the Services. We do not control and are not responsible for what Users post, transmit or share on the Services and are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable User provided Content you may encounter on the Services. The Company is not responsible for the conduct, whether online or offline, of any User of the Services.

Dispute Between Users

As a condition of access to the Services, you release iGloo (and iGloo's shareholders, affiliates, directors, officers, subsidiaries, employees, and agents) from all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with any dispute you have or claim to have with one or more Users of the Services; including, without limitation, any claim that another User infringes upon your Intellectual Property Rights in any Content that you may provide. You further understand and agree that (a) iGloo will have the right but not the obligation to resolve disputes between Users relating to the Services, and iGloo's resolution of any particular dispute does not create an obligation to resolve any other dispute; (b) to the extent iGloo elects to resolve such disputes, it will do so in good faith based solely on the general rules and standards of the Services and will not make judgments regarding legal issues or claims; (c) iGloo's resolution of such disputes will be final with respect to the Services, but will have no bearing on any real-world legal disputes in which Users of the Services may become involved; and (d) you hereby release iGloo (and iGloo's shareholders, affiliates, directors, officers, subsidiaries, employees, and agents) from all claims, demands and damages (actual and consequential) of every kind and nature known and ??? (page 11)

All Data on the Company's Server is subject to Deletion, Alteration or Transfer When using the Services, you may accumulate Content, objects, items, scripts, or other value or status indicators that reside as date on the Company's servers. THIS DATE, AND ANY OTHER DATA, ACCOUNT HISTORY AND ACCOUNT NAMES RESIDING ON IGLOO'S SERVERS, MAY BE DELETED, ALTERED, MOVED OR TRANSFERRED AT ANY TIME FOR ANY REASON IN IGLOO'S SOLE DISCRETION. YOU ACKNOWLEDGE THAT, NOTWITHSTANDING ANY COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHTS YOU MAY HAVE WITH RESPECT TO CONTENT YOU PROVIDE ON THE SERVICES, AND NOTWITHSTANDING ANY VALUE ATTRIBUTED TO SUCH CONTENT OR OTHER DATA BY YOU OR ANY THIRD PARTY, IGLOO DOES NOT PROVIDE OR GUARANTEE, AND EXPRESSLY DISCLAIMS (SUBJECT TO ANY UNDERLYING INTELLECTUAL PROPERTY RIGHTS IN THE CONTENT), ANY VALUE, CASH OR OTHERWISE, ATTRIBUTED TO ANY DATA RESIDING ON THE COMPANY'S SERVERS.

YOU UNDERSTAND AND AGREE THAT IGLOO HAS THE RIGHT, BUT NOT THE OBLIGATION, TO REMOVE ANY CONTENT (INCLUDING YOUR CONTENT) IN WHOLE OR IN PART AT ANY TIME FOR ANY REASON OR NO REASON, WITH OR WITHOUT NOTICE AND WITHOUT ANY LIABILITY OF ANY KIND.

All Services are Provided "as is" Without Express or Implied Warranties

IGLOO PROVIDES THE SERVICES STRICTLY ON AN “AS IS” BASIS, PROVIDED AND ACCEPTED AT YOUR OWN RISK, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF ANY KIND, WRITTEN OR ORAL, EXPRESS IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Without limiting the foregoing, the Company does not ensure continuous, error-free, secure or virus-free operation of the Services, the Services or your account, and you understand that you shall not be entitled to make any claim based on iGloo’s failure to provide any of the foregoing other than as explicitly provided in this Agreement. Some jurisdictions do not allow the disclaimer of implied warranties, and to that extent, the foregoing disclaimer may not apply to you.

iGloo’s liability to you is expressly limited, to the extent allowable under applicable law.

IN NO EVENT SHALL IGLOO OR ANY OF IT’S SHAREHOLDERS, AFFILIATES, DIRECTORS, OFFICERS, SUBSIDIARIES, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION ANY DAMAGES FOR LOST PROFITS, ARISING (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) OUT OF OR IN CONNECTION WITH THE SERVICES (INCLUDING WITHOUT LIMITATION ITS TERMINATION OR SUSPENSION) OR THIS AGREEMENT, WHETHER OR NOT THE COMPANY MAY HAVE BEEN ADVISED THAT ANY SUCH DAMAGES MIGHT OR COULD OCCUR AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. IN ADDITION, IN NO EVENT WILL IGLOO’S CUMULATIVE LIABILITY TO YOU FOR DIRECT DAMAGES OF ANY KIND OR NATURE EXCEED ONE HUNDRED DOLLARS (U.S. \$100.00).

Some jurisdictions do not allow the foregoing limitations of liability, so to the extent that any such limitation is impermissible, such limitation may not apply to you. You agree that iGloo shall not be held responsible or liable for anything that occurs or results from accessing the Services or participating in the Services.

Indemnification

You hereby agree to defend, indemnify and hold harmless iGloo, it’s shareholders, affiliates, directors, officers, subsidiaries, employees, agents, suppliers, licensees, distributors, successors and assigns and other Users of the Services, from all damages, liabilities, claims and expenses, including without limitation attorneys’ fees and costs, arising from any breach of this Agreement by you, or from your use of the Services. You agree to defend, indemnify and hold harmless the Company, it’s shareholders, affiliates, directors, officers, subsidiaries, employees, agents, suppliers, licensees, distributors, successors and assigns from all damages, liabilities, claims and expenses, including without limitation attorneys’ fees and costs, arising from any claims by third parties that your activity on the Services or your Content infringes upon, violates or misappropriates any of their Intellectual Property Rights or discloses their Proprietary Information.

Non-iGloo Products

The Services may enable your interaction with Non-iGloo Products. These Non-iGloo Products are outside iGloo’s control and not covered by this Agreement. iGloo makes no representations or warranties concerning such Non-iGloo Products, nor shall iGloo have any liability concerning such Non-iGloo Products. You should contact the manufacturer of such Non-iGloo Products for information regarding such Non-iGloo Products.

Collection And Uses Of Your Personal Information

You acknowledge and agree that iGloo, in its sole discretion, may track record, observe or follow any and all of your interactions with Services. Except as otherwise provided herein, the personal information you provide to us during registration is used for the Company's internal purposes only. iGloo uses the information it collects to learn what you like and to improve the Services. You are required to provide your full name, a valid email address and username and/or password during User registration that will represent your identity on the Services. In order to connect a device to your network you are required to provide your wireless network information such as SSID and network password. Associated devices connect to your network, phone and User accounts by receiving light pulses that come from your mobile phone's screen. During this process, certain types of technical information are transferred between your phone and the associated devices, including your wireless network information such as SSID and network password, and technical and identifying information relating to your phone and the associated device.

You agree that iGloo may communicate with you via email and any similar technology for any purpose relating to the Services.

Sharing Your Personal Information

iGloo will not give any of your Personally Identifiable Information to any third party or otherwise disclose your Personal Identifiable information without your express approval except: as reasonably necessary to fulfil your service request or purchase order, to third-party fulfilment houses, customer support, billing and credit verification services, and the like; to comply with tax and other applicable law; as otherwise expressly permitted by this Agreement or as otherwise authorised by you; to law enforcement or other appropriate third parties in connection with criminal investigations and other investigations of fraud; in connection with a merger, sale, reorganisation, dissolution or liquidation of iGloo businesses, to prospective or actual acquirers of iGloo assets; or as otherwise necessary to protect the Company, its agents and other users of the Services. iGloo can (and you authorise iGloo to) disclose any information about you to private entities, law enforcement agencies or government officials, as iGloo, in its sole discretion, believes necessary or aggregated information with third parties about its Users and their Content and Services usage, but that information will not include or be linked to any Personally Identifiable Information without your consent.

Security Of Your Personal Information

iGloo follows generally accepted industry standards for the protection of the personal information that you submit, both during transmission and after receipt. However, no method of transmission over the Internet or via mobile device, or method of electronic storage, is 100% secure. Therefore, although we strive to use commercially acceptable means to protect your personal information, we do not guarantee the security of any of your private transmissions against unauthorised or unlawful interception or access by third parties.

Retention Of Your Personal Information

We may keep the information that we obtain from or about you as long as is permitted or required under the law. If your account is deleted or terminated, we will terminate your access to your account, and we may retain your information as necessary for our future use as authorised under this Privacy Policy. We may use retained data to prevent, investigate, or identify possible wrongdoing in connection with the Services or to comply with legal obligations.

Contact iGloo

If you have questions, suggestions or concerns related to this Privacy Policy, you may contact iGloo at info@igloosoftware.com.au.

Updates To This Privacy Policy

iGloo may change, modify, add, or delete portions of this Privacy Policy at any time pursuant to the process disclosed above for changes to this Agreement.

Dispute Resolution; Governing Law; Venue And Jurisdiction

YOU AND THE COMPANY AGREE THAT THE SOLE AND EXCLUSIVE FORUM AND REMEDY FOR ANY AND ALL DISPUTES AND CLAIMS RELATING IN ANY WAY TO OR ARISING OUT OF THIS AGREEMENT, THE SERVICES (INCLUDING YOUR VISIT TO OR USE OF THE SERVICES) SHALL BE FINAL AND BINDING ARBITRATION, except that iGloo may seek injunctive relief in state or federal court located in New York County, New York concerning violation by a User of any of the User conduct rules set forth above, and in such case, the parties acknowledge that arbitration is not an adequate remedy at law and that injunctive or other appropriate relief may be sought.

Arbitration under this Agreement shall be conducted by the American Arbitration Association (the "AAA") under its Commercial Arbitration Association Rules and, in the case of consumer disputes, the AAA's Supplementary Procedures for Consumer Related Disputes (the "AAA Consumer Rules") (collectively the "AAA Rules"). The location of the arbitration and the allocation of costs and fees for such arbitration shall be determined in accordance with such AAA Rules and shall be subject to the limitations provided for in the AAA Consumer Rules (for consumer disputes). The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction.

To the fullest extent permitted by applicable law, YOU AND IGLOO AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, AND THAT NO ARBITRATION OR CLAIM UNDER THESE TERMS OF USE SHALL BE JOINTED TO ANY OTHER ARBITRATION OR CLAIM INVOLVING ANY OTHER CURRENT OR FORMER USER OF THE SERVICES. In no event shall any claim, action or proceeding by you related in any way to the Services (including your visit to or use of the Services) be instituted more than three (3) years after the cause of action arose.

General Provisions

The Services are controlled and operated by iGloo from its offices within the United States of America. The Company makes no representation that any aspect of the Services is appropriate or available for use in jurisdiction outside of the United States. Those who choose to access the Services from other locations are responsible for compliance with applicable local laws. You must comply with all export and import laws and restrictions and regulations of any United States or foreign agency or authority relating to the Services and its use.

The Company's failure to act with respect to a breach by you or others does not waive iGloo's right to act with respect to that breach or subsequent or similar breaches. No consent or waiver by iGloo under this Agreement shall be deemed effective unless delivered in writing and signed by a duly appointed officer of the Company. All or any of iGloo's rights and obligations under this Agreement may be assigned to a subsequent owner or operator of the Services in a merger, acquisition or sale of all or substantially all of iGloo's assets. You may not assign or transfer this Agreement or any or all of your rights or obligations hereunder without the prior written consent of the Company, and any attempt to do so is void. Notwithstanding anything else in this Agreement, no default, delay or failure to perform on the part of iGloo shall be considered a breach of this Agreement if such default, delay or failure to perform is shown to be due to causes beyond the reasonable control of iGloo.

This Agreement sets forth the entire understanding and agreement between you and iGloo with respect to the subject matter hereof. The section headings used herein, including descriptive headings, are for convenience only and shall not affect the interpretation of this Agreement. If any provision of this Agreement shall be held by a court of competent jurisdiction to be unlawful, void, or for any reason unenforceable, then in such jurisdiction that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of the remaining provisions.

iGloo may give notice to you by means of a general notice through the Services, by electronic mail to your e-mail address in our records for your Account, or by written communication sent by first class mail, postage prepaid, or overnight courier to your address on record for your Account.