

Life Nav Application Terms and Conditions

Life Nav Pty Ltd, ABN 97 671 968 193 (**Life Nav, We, or Us**) provides the Life Nav Application, which includes the Life Nav mobile app and website. The Life Nav Application assists participants by facilitating support through known periods of likely stress and potentially mentally challenging situations, by creating a program which facilitates and promotes methods of social and analysis-based support from people they trust, information resources, and potential assistance from qualified counsellors.,

This agreement sets out the terms and conditions on which Life Nav will provide to individuals who use the Life Nav Application (**User or You**) access to and use of the Life Nav Application. This agreement applies regardless of how You access and use the Life Nav Application, including by desktop, laptop, smartphone (including iPhone and Android) or tablet.

By clicking the 'I accept' button or otherwise confirming Your acceptance electronically, You agree that You have read, understood and will be bound by these terms and conditions and any Life Nav Notices or Life Nav Policies. These terms and conditions, together with any Life Nav Notices or Life Nav Policies comprise this agreement.

Important notice: Do not use the Life Nav Application if You have severe anxiety or depression or have any feelings of self-harm or harm to others - You should seek immediate medical attention from a doctor or a public hospital or call 000.

As outlined in clause 16.2(c), We only collect Your Data in accordance with Our privacy policy which is available at: lifonav.com.au/the-app/working-with-us

1. Life Nav Application Services

1.1 Provision of Life Nav Application Services

During the Term We will provide the Life Nav Application Services to You on the terms and conditions of this agreement.

1.2 Life Nav Application Services

We will:

- (a) use commercially reasonable endeavours to provide You with access to and use of the Life Nav Application during the Term;
- (b) permit You to access and use the Life Nav Application solely for Your personal health and wellbeing; and
- (c) provide You with access to and use of any relevant Documentation during the Term.

1.3 No exclusivity

You acknowledge and agree that all rights granted to You under this agreement (including all rights to use the Life Nav Application) are non-exclusive.

2. Limitations on use

You agree that You will not use the Life Nav Application if any of the following applies:

- (a) You need urgent medical attention;

(b) You are under the age of 18 and your parent or guardian has not consented to Your use of the Life Nav Application;

(c) You are a Vulnerable person, namely a person who has been admitted to a somatic or psychiatric hospital, casualty ward or similar institution due to a mental illness of any kind, or who has been diagnosed with or has received treatment for one or more of the following illnesses or comparable illnesses without having been admitted to a hospital:

(i) schizophrenia;

(ii) multiple personality disorder;

(iii) borderline (borderline psychosis);

(iv) psychosis.

3. Acknowledgements

You acknowledge and agree that:

(a) the Life Nav Application is not a replacement for psychological, psychiatric, therapeutic or other professional diagnosis and/or treatment by trained professionals;

(b) information and content provided through the Life Nav Application is not medical advice, and We do not provide medical or diagnostic services or prescribe medication;

(c) You are solely responsible for choosing which suggested practices in the Life Nav Application to implement and how to apply those techniques;

(d) the Life Nav Application is not intended to diagnose, treat or otherwise address any medical problem and the material on the app, whether posted by Our employees, or other Users, is provided for Your information and not as medical advice and should not be seen as a replacement for consultation with a doctor or other qualified healthcare professional. The responses you provide during the program are not monitored by us;

(e) any advice that is provided by Your doctor or other qualified medical professional (which takes into account Your personal circumstances) which conflicts with anything contained in the Life Nav Application will take precedence;

(f) Your use of the Life Nav Application may expose You to effects that may potentially cause very strong emotional reactions, physical responses and changes, including but not limited to the following:

(i) sentences that might evoke memories or associations that We cannot control or regulate, and which might feel unsettling for You;

(ii) language that might activate feelings or emotional moods that We cannot control or regulate, and which might feel unsettling for You; and

(iii) suggestions that lead to changes in the body which We cannot control or regulate.

(g) You are responsible for ensuring that the Life Nav Application is compatible with Your own hardware, software and internet and network capabilities and maintaining all hardware, software, Third Party Applications and other technology necessary to be able to access and use the Life Nav Application.

4. Your obligations

You must:

- (a) use the Life Nav Application only for Your personal health and wellbeing in accordance with this agreement;
- (b) ensure that Your use of the Life Nav Application complies with all applicable laws, regulations and codes of conduct;
- (c) cease using the Life Nav Application where You begin experiencing any feeling of mental or physical discomfort in connection with Your use of the Life Nav Application, and must immediately seek professional help from a trained specialist in such circumstances;
- (d) only use and copy Documentation to the extent necessary to use the Life Nav Application;
- (e) comply with any Life Nav Policies;
- (f) not permit any other person to use the Life Nav Application using Your Authentication Credentials;
- (g) not modify, adapt, translate, reverse engineer, de-compile, disassemble or copy all or any part of the Life Nav Application and not create derivative works from all or any part of the Life Nav Application;
- (h) not attempt to circumvent or break any encryption, decryption or other security device or technological protection measure contained in the Life Nav Application;
- (i) not create derivative works from all or any part of the Life Nav Application;
- (j) not distribute, transfer, assign, rent, lease, lend, sell, licence or otherwise dispose of all or any part of the Life Nav Application or any compilation derived from the Life Nav Application; and
- (k) not make any part of the Life Nav Application publicly available.

5. Features of the Life Nav Application

You acknowledge that We retain the sole discretion regarding the features, functions and other benefits of the Life Nav Application. Nothing in this agreement requires Us to provide or maintain any features, functions or other benefits in respect of the Life Nav Application and We may at any time vary, modify or suspend the features, functions and other benefits available to You in respect of the Life Nav Application. You also acknowledge and agree that nothing in this agreement limits Our right to discontinue or alter any such features, functions, services or other benefits from time to time.

6. Third Party Applications

You acknowledge that the Life Nav Application may interact with Third Party Applications or require Third Party Applications or Third Party Providers to be used to provide particular features or functionality. You acknowledge that access to such Third Party Applications or services and any support for such Third Party Applications or services must be obtained directly from the relevant Third Party Provider at Your cost. We do not make any representations or warranties regarding any such Third Party Applications or services and will not be responsible for any issues in respect of Third Party Applications or services or any Loss suffered by You in connection with any Third Party Applications or services or Your dealings with Third Party Providers.

7. Authentication Credentials

7.1 Provision of Authentication Credentials

We may provide or enable You to generate passwords or other ways to enable Us to identify You (**Authentication Credentials**) in order for You to be able to access the Life Nav Application.

7.2 Your Obligations in relation to the Authentication Credentials

You must:

- (a) ensure that each Authentication Credential is securely maintained and used only by You;
- (b) immediately notify Us and take immediate steps to suspend, disable or change an issued Authentication Credential if the Authentication Credential is lost, stolen, missing or is otherwise compromised; and
- (c) not transfer or allow to be transferred Authentication Credentials between or amongst other persons.

We reserve the right at any time and from time to time to change and/or revoke Authentication Credentials. You will be responsible for any use of the Life Nav Application or any related transactions by any person using Your Authentication Credentials (whether authorised by You or not).

8. Support

Unless otherwise agreed in writing between You and Us, We are not required to provide any technical or other support to You in relation to the Life Nav Application and nothing in this agreement imposes obligations on Us to develop, release or install for You any updates, upgrades, patches, bug fixes, new releases or new versions in respect of the Life Nav Application (**Updates**), provided, however, that if We do develop or release any Updates, We may deploy or install such Updates and/or require that all such Updates be used by You.

9. Payment

9.1 Subscription Fees and expenses

(a) In consideration of the provision of the Life Nav Application Services, during the Term You agree to pay to Us the Subscription Fees. You also agree to pay any other amounts which may become payable to Us under this agreement.

(b) We may increase the Subscription Fees for any Renewal Term by giving You notice of the increase at least 10 days prior to commencement of the relevant Renewal Term.

(c) If You do not agree to the increased Subscription Fees, your licence of the Life Nav Application will be terminated at the conclusion of the Initial Term or current Renewal Term (as applicable) and any Subscription Fees paid by You prior to the date of termination are non-refundable.

9.2 Failure to pay

If You fail to pay any Fees or other amounts due to Us under this agreement (including where any payment using a credit card or other payment facility is rejected or charged back) then (without prejudice to Our other rights) We may issue a notice to You stating that the relevant amount is overdue (**Overdue Notice**). If We do not receive payment of the relevant Fees or other amounts within 14 days of the date of the Overdue Notice, We may cease providing the Life Nav Application

Services and may disable Your access or the access, and any other individual in your program, to the Life Nav Application until such time as the outstanding amount is paid in full. We will not be liable for any Loss suffered by You as a result of exercising Our rights under this clause 9.2.

10. Term

(a) Subject to clause 10(b), this agreement commences on the Commencement Date and will continue for the Initial Term and any Renewal Term, unless terminated earlier in accordance with clause 13.

(b) Unless You turn off the auto renew settings at least 24 hours prior to the conclusion of the Initial Term or a Renewal Term (as applicable) or otherwise provide notice to Us that you do not wish to renew this agreement, this agreement will automatically be renewed for a further Renewal Term commencing upon expiry of the relevant Initial Term or Renewal Term and You will be charged the relevant Subscription Fee for such Renewal Term.

(c) Your account will be charged the Subscription Fee for the next Renewal Term within 24-hours prior to the conclusion of the Initial Term or current Renewal Term (as applicable).

11. Unacceptable Content

(a) You must not upload or store any Unacceptable Content into the Life Nav Application or Life Nav Infrastructure.

(b) If We reasonably believe that any Unacceptable Content has been uploaded into the Life Nav Application or is being stored on the Life Nav Infrastructure, We may request You either to remove the Unacceptable Content or disable access to the Unacceptable Content and You must immediately comply with such request.

(c) We have the right (but not the obligation) to remove Unacceptable Content from the Life Nav Application or Life Nav Infrastructure or disable access to Unacceptable Content where You have not complied with a request made by Us under clause 11(b).

(d) Nothing in this agreement imposes obligations on Us to monitor the Life Nav Application for Unacceptable Content or otherwise monitor or screen Data for Unacceptable Content.

12. Suspension

We may suspend Your rights or ability to access the Life Nav Application or any part of the Life Nav Application where We determine such suspension is necessary including to address security risks or for regular maintenance or where You have breached any obligation under this agreement. We will use reasonable endeavours to minimise the duration of any such suspension and provide prior notice to You of any such suspension. You will be required to pay the Subscription Fees and any other relevant Fees notwithstanding any suspension under this clause 12 and We will not be liable for any Loss incurred by You as a result of or in connection with any suspension under this clause 12.

13. Termination

13.1 Termination with cause

We may, by written notice to You, terminate this agreement with immediate effect if:

(a) You fail to comply with any written notice issued by Us requiring You to remedy a breach, non-observance or non-performance of Your obligations under this agreement within seven days of receiving that notice from Us; or

(b) You commit a breach of this agreement which is incapable of remedy.

13.2 Termination without cause

Without limiting Our rights under clause 13.1, either party may terminate this agreement at any time and without cause by providing the other party with no less than 30 days written notice of termination subject to Subscription Fees paid by You prior to the date of termination are non-refundable.

14. Consequences of termination or expiry

Upon termination or expiry of this agreement taking effect:

(a) You must immediately:

(i) cease using the Life Nav Application;

(ii) pay to Us all Fees, expenses or other sums payable to Us under this agreement which have accrued or are payable as at the date of termination;

(b) We cease to have any obligations under this agreement or otherwise with respect to the provision of Life Nav Application Services and may disconnect Your access, and the access of any other individual in your program, to the Life Nav Application, disable all Authentication Credentials and delete any Data stored on the Life Nav Infrastructure.

(c) For the avoidance of doubt, following termination of this agreement taking effect, We will be entitled to retain any Fees paid by You, even if such amounts were paid in advance. Termination does not affect any of the rights accrued by a party prior to termination, and the rights and obligations in the rest of this agreement.

15. Children's information

(a) The Life Nav Application is not directed to children under 15 years of age or minors, and We do not knowingly collect personally identifiable information from children under 15 years of age. Persons under 15 years of age should not use this application without their parent's or guardians consent, nor should they provide personal information to Us through the Life Nav Application.

(b) If We become aware that a child under the age of 15 has provided their personal information without their parent's or guardians consent, We will immediately delete that child's information from Our files.

16. Intellectual Property

16.1 Our Intellectual Property

(a) You acknowledge that nothing in this agreement grants You any ownership of, or (subject to clauses 16.1(c) and 16.2(b)) rights in respect of, the Intellectual Property in the Life Nav Application, any Data, any Documentation, any Intellectual Property in any materials created as a result of the performance of the Life Nav Application Services or any Improvements to the Life Nav Application or Documentation created in connection with this agreement.

(b) Any Intellectual Property in respect of the Life Nav Application, Life Nav Application Services, Data or Documentation which is created by or vests in You during the Term is assigned to Us immediately upon the Intellectual Property being created or vesting in You, and You agree to do all things and execute all documents as are reasonably necessary to effect such assignment.

(c) During the Term, We grant You a limited, non-exclusive, non-transferrable and revocable licence to use the Life Nav Application and Documentation solely to the extent such use is necessary for You to receive the Life Nav Application Services. Unless revoked earlier by Us, the licence granted under this clause 16.1 terminates immediately upon the termination or expiry of this agreement.

16.2 Data

(a) You grant Us a non-exclusive, royalty-free, transferable and perpetual licence to use and exploit the Data:

(i) for providing the Life Nav Application Services to You;

(ii) as permitted under privacy laws; and

(iii) for analysing the de-identified Data in order to identify patterns, trends, and other statistical data or perform other data analytics.

(b) We grant You a non-exclusive, non-transferable licence to use Your Data during the Term solely for the purposes of Your use of the Life Nav Application.

(c) You acknowledge that the Data will be collected and disclosed by Us in accordance with Our privacy policy <https://www.lifonav.com.au/privacy-policy>, and You consent to the collection of Data (including health information) in accordance with these policies and controls.

17. Security of Life Nav Application

17.1 Our obligations

We will take all reasonable steps to ensure the security and safety of the Data and other information stored on the Life Nav Infrastructure, including by implementing and maintaining reasonable and current data protection and virus screening procedures and technologies. Notwithstanding the above, You acknowledge that transmissions over the internet cannot be guaranteed to be totally secure and We do not warrant and cannot ensure the security of any information or Data provided through the Life Nav Application.

17.2 Our liability

Provided We comply with our obligations under clause 17.1, subject to law, We will not be liable for any Loss suffered by You which arises out of or in connection with:

(a) any computer viruses or malicious code being transferred by or obtained as a result of the use of the Life Nav Application;

(b) any hacking into or other similar attacks on the Life Nav Application or the Life Nav Infrastructure; or

(c) any other data security issues in respect of the Life Nav Application or the Life Nav Infrastructure.

18. Hosting and back ups

From time to time the Life Nav Application may be unavailable for access or use (including for the undertaking of scheduled or unscheduled maintenance in respect of the Life Nav Application or Life Nav Infrastructure) and We will not be liable for the consequences of any Life Nav Application unavailability and do not make any representations or provide any warranties regarding the availability of the Life Nav Application or the timeframes within which any unavailability in respect of the Life Nav Application will be resolved.

19. Subcontractors

You agree and acknowledge that We may subcontract the performance of any of Our obligations or the exercise of any of Our rights under this agreement to any person without Your consent and on such terms and conditions as We deem fit from time to time.

20. Access

The Life Nav Application may be accessed and used throughout numerous jurisdictions, and We make no representations that the Life Nav Application complies with the laws of any particular jurisdiction. You are responsible for complying with the laws in any jurisdiction in which You access or use the Life Nav Application.

21. Warranties

21.1 Warranties excluded

(a) To the extent permitted by law, We do not warrant or guarantee that:

(i) the Life Nav Application will be compatible with, or capable of being used on or in connection with, Your computer and communications systems;

(ii) Your access to the Life Nav Application will be uninterrupted or error free;

(iii) the Life Nav Application will be accurate, reliable or fit for any particular purpose; or

(iv) any reports provided by Us to You, or otherwise produced by the Life Nav Application, as a result of Your use of the Life Nav Application will be accurate, complete, correct, reliable or fit for any particular purpose.

(b) Subject to law, We do not take any responsibility or assume any liability for any Data which is uploaded or posted by You to the Life Nav Application, or for any Loss or damage thereto.

21.2 Your warranty

You acknowledge and warrant that You:

(a) have relied on Your own judgment in the selection of the Life Nav Application;

(b) have satisfied Yourself that the Life Nav Application is fit for all the purposes which You require it for; and

(c) You use the Life Nav Application at your own risk.

22. Liability and indemnity

22.1 Limitation of liability

(a) Nothing in this agreement should be interpreted as attempting to exclude, restrict or modify the application of relevant consumer protection, consumer guarantees (including for personal injury) or other similar laws that apply to this agreement and cannot be contractually excluded, restricted or modified (**Applicable Consumer Laws**).

(b) Subject to clauses 22.1(a) and 22.1(e) and to the fullest extent permitted by law, Our maximum aggregate liability for any Loss, however caused, suffered by You in connection with this agreement or Your access to or use of the Life Nav Application is limited to the total amount of the Subscription Fees paid by You to Us under this agreement.

(c) Subject to clauses 22.1(a) and 22.1(e), to the extent permitted by law, Our liability to You in relation to any claim under any Applicable Consumer Laws relating to Your access and use of the Life Nav Application or otherwise arising under or in connection with this agreement is limited, at Our election and discretion to:

(i) in the case of goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired; and

(ii) in the case of services, the supplying of the services again or the payment of the cost of having the services supplied again.

(d) The above limitations of Our liability apply whether the claim is in contract, tort (including without limitation, negligence) equity or otherwise and even if We have been notified of the possibility of such Loss or damage and You agree that Our liability, if any, to You at law will be reduced by the extent, if any, to which You contributed to the Loss.

(e) To the extent permitted by law, all claims arising under or in connection with this agreement must be commenced within 6 months of the relevant events giving rise to the claim first occurring and all claims not commenced within such period are absolutely and forever barred.

22.2 Consequential Loss

We are not liable for any Consequential Loss (however caused) suffered or incurred by You in connection with this agreement, the Life Nav Application Services or the use of the Life Nav Application. This clause applies even if We knew or ought to have known that the relevant Consequential Loss would be suffered or incurred by Us.

23. Indemnity

You must indemnify and keep indemnified Us and each of Our directors, officers, employees, agents, contractors and related bodies corporate against any Loss suffered or incurred by Us which arises directly or indirectly out of:

(a) any breach of this agreement by You;

(b) You or any other person in any way accessing or using the Life Nav Application;

(c) any uploading of the Data into the Life Nav Application, storage of any Data on the Life Nav Infrastructure or use of the Life Nav Application by You which does not comply with privacy or other laws of any applicable jurisdiction;

(d) any claim by a third party that Your Data infringes the third party's Intellectual Property rights; or

(e) any negligent or unlawful acts undertaken by You.

24. Taxes

24.1 Indirect Tax

Unless expressly stated otherwise, all fees and other amounts payable by You under or in connection with this agreement have been calculated without regard to any Indirect Tax. Notwithstanding anything to the contrary in this agreement, if Indirect Tax is imposed upon or is payable by Us under or in connection with this agreement, You must pay to Us an amount equal to the Indirect Tax upon demand by Us.

24.2 Withholding Taxes

If You are required by law to make any deduction or withholding for any Taxes from any payments to Us under this agreement such that We would not receive the full amount of the Fees or other amount payable, You agree to:

- (a) deduct or withhold the amount for Taxes from the payment;
- (b) promptly pay the amount deducted to the relevant Government Authority on time and otherwise in accordance with the relevant law;
- (c) provide to Us an original receipt, certificate or other evidence of payment of the deducted or withheld amount; and
- (d) pay an additional amount to Us at the same time as the affected payment is due so that, after making the deduction or withholding and any further deductions or withholdings on the additional amount payable under this clause 24.2, We receive an amount equal to the amount We would have received if no deductions or withholdings had been made.

25. General provisions

25.1 Relationship

Nothing in this agreement constitutes the parties as partners or joint venturers or constitutes any party as the agent of another party or gives rise to any other form of fiduciary relationship between the parties.

25.2 Governing law

This agreement will be construed and interpreted in accordance with the laws of the State of Victoria, Australia and each party submits to the non-exclusive jurisdiction of courts of that jurisdiction.

25.3 Assignment

You may not assign or otherwise deal with any of their rights or obligations under this agreement without Our prior written consent. We may assign, novate or otherwise deal with Our rights under this agreement at any time effective immediately upon Us notifying You of the assignment or novation.

25.4 Entire agreement

This agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all previous communications, representations, inducements, undertakings, agreements or arrangements between the parties or their respective officers, employees or agents.

25.5 Force Majeure

If a party is prevented, hindered or delayed from performing its obligations under this agreement by a Force Majeure Event (other than an obligation of You to pay any Fees or other amounts), then as long as that situation continues, that party will be excused from performance of the obligation to the extent it is so prevented, hindered or delayed, and the time for performance of the obligation will be extended accordingly. If a party is affected by a Force Majeure Event it will immediately give the other party a notice of its occurrence and its effect or likely effect and use all reasonable endeavours to minimise the effect of the Force Majeure Event and to bring it to an end.

25.6 Waiver and variation

We may amend these terms and conditions or the Life Nav Application at any time to maintain compliance with the law and reflect any changes in how We operate the Life Nav Application or how We expect you to act. If We amend these terms and conditions, We will notify you by email and post the updated terms and conditions on our website and app. If You do not agree to the updated terms, You may terminate your subscription by providing us with 30 days' written notice.

25.7 Severability

If any provision of this agreement is invalid or not enforceable in accordance with its terms in any jurisdiction, it is to be read down, if possible, so as to be valid and enforceable and will otherwise be capable of being severed to the extent of the invalidity or unenforceability without affecting the remaining provisions of this agreement or affecting the validity or enforceability of that provision in any other jurisdiction.

25.8 Notice and electronic communications

(a) The words in this clause that are defined in the *Electronic Transactions Act 1999* (Cth) have the same meaning.

(b) You agree that when You provide any consent, authority or agreement through the Life Nav Application, You do so as an electronic transaction and warrant that such transaction shall be binding.

(c) You agree that any request for a consent, authority or agreement You send to other Users through the Life Nav Application as an electronic transaction may be sent directly from Your email address.

(d) You can direct notices, enquiries, complaints and so forth to Us as set out in this agreement. We will notify You of a change of details from time-to-time.

(e) We will send You notices and other correspondence to the details that You submit to Us, or that You notify Us of from time-to-time. It is Your responsibility to update Your contact details as they change. We may also provide certain notices to You by posting or otherwise making the notice available on the Life Nav Application.

(f) A consent, notice or communication under this agreement is effective if it is sent as an electronic communication unless required to be physically delivered under law.

(g) Notices must be sent to the parties' most recent known contact details.

26. Definitions and interpretation

26.1 Definitions

In this agreement, unless the context otherwise requires:

(a) **Authentication Credentials** means the username and password or other means of authentication which You are required to provide in order to be able to access the Life Nav Application.

(b) **Commencement Date** means the date that You subscribe, and pay the applicable Subscription Fee, to use the Life Nav Application.

(c) **Confidential Information** means any information provided by a party to the other party (whether provided before or after execution of this agreement) in connection with the Life Nav Application Services or this agreement but does not include information which is in or becomes part of the public domain, other than through a breach of this agreement or of an obligation of confidence, or information which a party proves was independently acquired or developed without breaching any of the obligations set out in this agreement.

(d) **Consequential Loss** means loss beyond the normal measure of damages and includes indirect loss, loss of revenue, loss of reputation, loss of profits (direct or indirect), loss of actual or anticipated savings, loss of bargain, lost opportunities, including opportunities to enter into arrangements with third parties, loss of use, loss of or damage to data, cost of capital or costs of substitute goods, facilities or services.

(e) **Data** means all data, information, content or communications uploaded to the Life Nav Application by or on behalf of You or otherwise generated by the Life Nav Application or as a result of the use or operation of the Life Nav Application.

(f) **Documentation** means any manuals, guides, reference materials or other similar documents in any form made available by Us to You in connection with the Life Nav Application.

(g) **Force Majeure Event** means the occurrence of an event or circumstances beyond the reasonable control of the party affected by it, including war, civil commotion, military action, government decree or an act of sabotage, strike, lockout or industrial action, storm, tempest, fire, flood, earthquake, pandemic or other natural calamity or an ongoing internet or telecommunications outage or impairment but does not include lack of funds.

(h) **Government Authority** means any governmental, semi-governmental, municipal, statutory, judicial or quasi-judicial authority, department, agency, body, entity, organisation, commission or tribunal.

(i) **Improvement** means any modification, alteration, development, new use, new features or other change to the Life Nav Application which makes it more accurate, more useful, more functional, more efficient, more cost effective or in any other way preferable.

(j) **Indirect Tax** means a goods and services tax, a value added tax, a consumption tax or a tax of a similar kind.

(k) **Initial Term** means the period starting on the Commencement Date and ending at the conclusion of the specific subscription period selected by You at the time You subscribe to use the Life Nav Application.

(l) **Intellectual Property** includes all patents, designs, copyright, trademarks or circuit layout rights and any right to apply for the registration or grant of any of the above.

(m) **Loss** means any loss, liability, cost, claim, expense, damage, charge, penalty, outgoing or payment however arising, whether present, unascertained, immediate, future or contingent and whether direct loss or Consequential Loss.

(n) **Life Nav Application** means the online software application made available by Us for Your use from time to time, providing access to online counselling support for wellness.

(o) **Life Nav Application Services** means the services described in clause 1.2.

(p) **Life Nav Infrastructure** means the data hosting systems, services or technologies used by Us in connection with the provision of the Life Nav Application Services.

(q) **Life Nav Notices** means any notices provided to You by Us from time to time under this agreement (including by Us posting or otherwise making the notice available on the Life Nav Application).

(r) **Life Nav Policies** means any policies relating to the Life Nav Application, which We provide to You from time to time or make available on the website <https://www.lifenav.com/policies> as such policies may be updated by Us from time to time.

(s) **Renewal Term** means any period for which this agreement is renewed or extended pursuant to clause 10(b).

(t) **Subscription Fees** means the applicable subscription fees payable to access the Life Nav Application and to receive the Life Nav Application Services for the Initial Term or any Further Term, as notified to You at the time You first subscribe to use the Life Nav Application and as varied by Us from time to time in accordance with clause 9.1(b).

(u) **Taxes** means any taxes, rates, levies imposts, duties or other charges assessed or payable to any Government Authority and includes any additional taxes, interest, penalties, charges, fees or other amounts imposed in relation to a failure to file a return or to pay the tax.

(v) **Term** means the term of this agreement, comprising of (unless terminated earlier) the Initial Term and any Renewal Term.

(w) **Third Party Application** means any product, service, system, application or internet site integrated or interfaced with the Life Nav Application that is owned or operated by a Third Party Provider, and that is used by You in connection with the Life Nav Application.

(x) **Third Party Provider** means any third party that provides support, technology and/or other products or services that are used by You in connection with the Life Nav Application.

(y) **Unacceptable Content** means any:

(i) content which, in Our reasonably held opinion, is obscene, offensive, upsetting, defamatory, illegal or inappropriate, infringes or appears to infringe the intellectual property rights of any person or contravenes or appears to contravene any applicable laws, regulations or codes of conduct;

(ii) content which is incorrect, false or misleading;

(iii) files with any viruses, malicious code or other conditions which could damage or interfere with data, hardware or software; and

(iv) any content that, in Our reasonably held opinion, is objectionable or which restricts or inhibits any other person from using or enjoying the Life Nav Application, or which may expose Us or Our affiliates or Users to any harm or liability of any type.

(z) **User** means any person who uses the Life Nav Application, including (but not limited to) organisers, participants, and trusted others.

26.2 Interpretation

In this agreement, headings are inserted for convenience only and do not affect the interpretation of this agreement and, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (c) the meaning of general words is not limited by specific examples introduced by 'includes', 'including', 'for example', 'such as' or similar expressions;
- (d) a reference to a person includes an individual, a partnership, a corporation or other corporate body, a joint venture, a firm, a trustee, a trust, an association (whether incorporated or not), a government and a Government Authority;
- (e) all monetary amounts are in Australian dollars, unless otherwise stated and a reference to payment means payment in Australian dollars; and
- (f) no provision of this agreement will be construed to the disadvantage of a party merely because that party was responsible for the preparation of the agreement or the inclusion of the provision in the agreement.

Life Nav Website Terms of Service

This website and the app (**Site**) are operated by Life Nav Pty Ltd ABN: 97 671 968 193 (**we**, **our** or **us**). It is available at lifonav.com.au/the-app/working-with-us and may be available through other addresses or channels.

Consent: By accessing and/or using our Site, you agree to these terms & conditions and our privacy policy on our site (**Terms**). Please read these Terms carefully and immediately cease using our Site if you do not agree to them.

Variations: We may, at any time and at our discretion, vary these Terms by publishing the varied terms on our Site. We recommend you check our Site regularly to ensure you are aware of our current terms. Materials and information on this Site (**Content**) are subject to change without notice. We do not undertake to keep our Site up-to-date, and we are not liable if any Content is inaccurate or out-of-date.

Licence to use our Site: We grant you a non-exclusive, royalty-free, revocable, worldwide, non-transferable licence to use our Site in accordance with these Terms. All other uses are prohibited without our prior written consent.

Prohibited conduct: You must not do or attempt to do anything: that is unlawful; prohibited by any laws applicable to our Site; which we would consider inappropriate; or which might bring us or our Site into disrepute, including (without limitation):

- (a) anything that would constitute a breach of an individual's privacy (including uploading private or personal information without an individual's consent) or any other legal rights;
- (b) using our Site to defame, harass, threaten, menace or offend any person;
- (c) interfering with any user using our Site;
- (d) tampering with or modifying our Site, knowingly transmitting viruses or other disabling features, or damaging or interfering with our Site, including (without limitation) using trojan horses, viruses or piracy or programming routines that may damage or interfere with our Site;
- (e) using our Site to send unsolicited email messages; or
- (f) facilitating or assisting a third party to do any of the above acts.

Exclusion of competitors: You are prohibited from using our Site, including the Content, in any way that competes with our business.

Information: The Content is not comprehensive and is for general information purposes only. It does not take into account your specific needs, objectives or circumstances, and it is not advice. While we use reasonable attempts to ensure the accuracy and completeness of the Content, we make no representation or warranty in relation to it, to the maximum extent permitted by law.

Intellectual Property rights: Unless otherwise indicated, we own or licence all rights, title and interest (including intellectual property rights) in our Site and all of the Content. Your use of our Site and your use of and access to any Content does not grant or transfer to you any rights, title or interest in relation to our Site or the Content. You must not:

- (a) copy or use, in whole or in part, any Content;

(b) reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any Content to any third party; or

(c) breach any intellectual property rights connected with our Site or the Content, including (without limitation) altering or modifying any of the Content, causing any of the Content to be framed or embedded in another website or platform, or creating derivative works from the Content.

User Content: You may be permitted to post, upload, publish, submit or transmit relevant information and content (**User Content**) on our Site. By making available any User Content on or through our Site, you grant to us a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free licence to use the User Content, with the right to use, view, copy, adapt, modify, distribute, license, sell, transfer, communicate, publicly display, publicly perform, transmit, stream, broadcast, access, or otherwise exploit such User Content on, through or by means of our Site.

You agree that you are solely responsible for all User Content that you make available on or through our Site. You represent and warrant that:

(a) you are either the sole and exclusive owner of all User Content or you have all rights, licences, consents and releases that are necessary to grant to us the rights in such User Content (as contemplated by these Terms); and

(b) neither the User Content nor the posting, uploading, publication, submission or transmission of the User Content or our use of the User Content on, through or by means of our Site will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

We do not endorse or approve, and are not responsible for, any User Content. We may, at any time (at our sole discretion), remove any User Content.

Third party sites: Our Site may contain links to websites operated by third parties. Unless expressly stated otherwise, we do not control, endorse or approve, and are not responsible for, the content on those websites. You should make your own investigations with respect to the suitability of those websites.

Discontinuance: We may, at any time and without notice to you, discontinue our Site, in whole or in part. We may also exclude any person from using our Site, at any time and at our sole discretion. We are not responsible for any Liability you may suffer arising from or in connection with any such discontinuance or exclusion.

Warranties and disclaimers: To the maximum extent permitted by law, we make no representations or warranties about our Site or the Content, including (without limitation) that:

(a) they are complete, accurate, reliable, up-to-date and suitable for any particular purpose;

(b) access will be uninterrupted, error-free or free from viruses; or

(c) our Site will be secure.

You read, use and act on our Site and the Content at your own risk.

Limitation of liability: To the maximum extent permitted by law, we are not responsible for any loss, damage or expense, howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent (**Liability**) suffered by you or any third party, arising from or in connection with your use of our Site and/or the Content and/or any inaccessibility of, interruption to or outage of our Site and/or any loss or corruption of data and/or the fact that the Content is incorrect, incomplete or out-of-date.

Indemnity: To the maximum extent permitted by law, you must indemnify us, and hold us harmless, against any Liability suffered or incurred by us arising from or in connection with your use of our Site or any breach of these Terms or any applicable laws by you. This indemnity is a continuing obligation, independent from the other obligations under these Terms, and continues after these Terms end. It is not necessary for us to suffer or incur any Liability before enforcing a right of indemnity under these Terms.

Termination: These Terms are effective until terminated by us, which we may do at any time and without notice to you. In the event of termination, all restrictions imposed on you by these Terms and limitations of liability set out in these Terms will survive.

Disputes: In the event of any dispute arising from, or in connection with, these Terms (**Dispute**), the party claiming there is a Dispute must give written notice to the other party setting out the details of the Dispute and proposing a resolution. Within seven (7) days after receiving the notice, the parties must, by the individual or by their senior executives or senior managers (who have the authority to reach a resolution on behalf of a party that is a corporation), meet at least once to attempt to resolve the Dispute or agree on the method of resolving the Dispute by other means, in good faith. All aspects of every such conference, except the fact of the occurrence of the conference, will be privileged. If the parties do not resolve the Dispute, or (if the Dispute is not resolved) agree on an alternate method to resolve the Dispute, within 21 days after receipt of the notice, the Dispute may be referred by either party (by notice in writing to the other party) to litigation.

Severance: If a provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision must be read down as narrowly as necessary to allow it to be valid or enforceable. If it is not possible to read down a provision (in whole or in part), that provision (or that part of that provision) is severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions in these Terms.

Jurisdiction: Your use of our Site and these Terms are governed by the laws of Victoria, Australia. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts operating in Victoria, Australia and any courts entitled to hear appeals from those courts and waive any right to object to proceedings being brought in those courts.

Our Site may be accessed throughout Australia and overseas. We make no representation that our Site complies with the laws (including intellectual property laws) of any country outside Australia. If you access our Site from outside Australia, you do so at your own risk and are responsible for complying with the laws of the jurisdiction where you access our Site.

For any questions and notices, please contact us at:

Life Nav Pty Ltd 97 671 968 193

Email: admin.a@lifonav.com.au