

FAQTUAL TERMS AND CONDITIONS

Welcome to Faqtual!

These terms and conditions (**Terms**) govern your membership with Faqtual, a product described on our Website (**Subscription**). Your Subscription is for the tiered package as selected by you and agreed between us by means of the Website (**Subscription Tier**).

By clicking the tick box below, paying for your Subscription or otherwise accepting the benefit of any part of the Solution, you agree to be bound by these Terms which form a binding contractual agreement between you or the company you represent (the **'Client'**, or **'you'**) and GYROTECHNICS GROUP PTY LTD ABN 88 628 518 052 (**'Faqtual'**, **'our'**, **'we'** or **'us'**). You represent and warrant that have valid authority to enter into these Terms on behalf of any entity you may represent.

Please note that your Subscription will continue to renew indefinitely, and you will continue to incur Subscription Fees, unless you notify us that you want to cancel your Subscription in accordance with clause 9.2. Please ensure you contact us if you want to cancel your Subscription.

We may change these Terms at any time by notifying you, and your continued use of the Solution following such an update will represent an agreement by you to be bound by the Terms as amended.

In these Terms, capitalised words and phrases have the meanings given to them when first used and followed by bolded brackets, or as set out in the Definitions table at the end of these Terms.

Please read these terms and conditions carefully before agreeing to proceed with your Subscription.

1. THE SOLUTION

1.1 YOUR SUBSCRIPTION AND THE SOLUTION

(a) (**The Solution**) The Solution includes, to the extent described in your Subscription Tier, the Software, the Hosted Services and the Support Services.

(b) (**Scope of Subscription**) Your Subscription includes the benefits and limitations set out on our Website for your Subscription Tier, or as otherwise

communicated to you when you subscribe for your Subscription (as amended from time to time by notice to you).

(c) **(Provide Information)** As part of registering for, and your continued use of, your Subscription, you may be required to provide personal information and details, such as your email address, first and last name, preferred username, a secure password, billing, postal and physical addresses, mobile phone number, photos and video, audio files, profile information, payment details, ratings and reviews, verified identifications, verified certifications and authentication, and other information as determined by Faqtual from time to time. You warrant that any information you give to Faqtual in the course of completing the Subscription registration process is accurate, honest, correct and up to date.

1.2 THE SOFTWARE

(a) During the Subscription Period, Faqtual grants to you a non-exclusive, non-transferable licence to use the Software and Documentation for the Number of Solution Uses. If your Subscription Tier on the Website does not specify a Number of Solution Uses, your licence to use the Solution under this clause 1.2 will be limited to one (1) use (the Number of Solution Uses will be one (1)).

(b) Faqtual may from time to time in its absolute discretion release enhancements to the Software, where enhancements means any upgraded, improved, modified or new versions of the Software. Any enhancements to the Software will not limit or otherwise affect these Terms. Enhancements may cause downtime or delays from time to time, and credits will not be provided for such downtime.

(c) Faqtual will provide the Software in accordance with all applicable laws and industry standards.

(d) Unless otherwise agreed in writing, Faqtual may not provide access, or suspend access, to any part of the Solution until you have paid the relevant instalment of Subscription Fees.

1.3 HOSTED SERVICES

(a) **(hosting location)** You acknowledge and agree that Faqtual uses storage servers to host the Software through cloud-based services, and potentially other locations outside Australia.

(b) **(service quality)** While Faqtual will use its best efforts to select an appropriate hosting provider, it does not guarantee that the hosting of the

Software will be free from errors or defects or that the Software will be accessible or available at all times.

(c) **(security)** Faqtual will use its best efforts to ensure that User Data is stored securely. However, Faqtual does not accept responsibility or liability for any unauthorised use, destruction, loss, damage or alteration to the User Data, including due to hacking, malware, ransomware, viruses, malicious computer code or other forms of interference.

(d) **(backups & disaster recovery)** In the event that User Data is lost due to a system failure (e.g. a database or webserver crash), Faqtual cannot guarantee that any backup will be available, or if available that such a backup will be free from errors or defects.

1.4 SUPPORT

(a) Faqtual will take reasonable steps to provide support where necessary to resolve technical issues with the Software (**Support Services**). You must first endeavour to resolve any issues with the Software internally and Faqtual will not assist with issues that are beyond Faqtual' reasonable control.

(b) You are responsible for all internal administration and managing access, including storing back-up passwords and assisting your Personnel to access and use the Software.

(c) You will not have any claim for delay to your access to the Software due to any failure or delay in Support Services.

1.5 THIRD PARTY SOFTWARE, TERMS & CONDITIONS

(a) You acknowledge and agree that third party terms & conditions (**Third Party Terms**) may apply to your use of the Solution as updated from time to time.

(b) You agree to any Third Party Terms applicable to any third party goods and services that are used in providing the Solution, and Faqtual will not be liable for any loss or damage suffered by you in connection with such Third Party Terms.

(c) Without limiting clause 1.5(b), Faqtual will take reasonable steps to notify you of Third Party Terms.

(d) You acknowledge and agree that issues can arise with transferring data to software and between software, and when integrating software with other software. Faqtual cannot guarantee the integration processes to other software will be free from errors, defects or delay. You agree that Faqtual will not be liable for the functionality of any third party goods or services, including any software.

2. SUBSCRIPTION FEES AND PAYMENT

(a) **(Subscription Fee)** After your 14-day free trial, you must pay to Faqtual the Subscription Fees in the amounts and at the times specified in the pricing section of the Website for your Subscription Tier, or as otherwise agreed in writing **(Subscription Fees)**.

(b) All Subscription Fees must be paid in advance and are non-refundable.

(c) Unless otherwise agreed in writing, the Subscription Fees are due and payable on a monthly basis, with the first payment being due on the date immediately following any 14- day free trial period, for the duration of the Subscription Period.

(d) **(Automatic Recurring Billing)** Your Subscription will continue for the Subscription Period you selected when subscribing to Faqtual. No payments will be due during your 14-day free trial. Your Subscription will continue to renew on a monthly basis indefinitely, and you

must pay Subscription Fees in respect of each monthly period, unless you notify us within 14 days of the expiry of the then current month that you want to cancel your Subscription. Otherwise, we will continue to debit the Subscription Fees from your account each month. We will not pay any charge back amount if you fail to cancel your Subscription in accordance with this clause. By choosing a recurring payment plan, you acknowledge that your Subscription has an initial and recurring payment feature and you accept responsibility for all recurring charges prior to your cancellation of your Subscription. We may submit periodic charges for the Subscription Fees without further authorization from you, until you provide prior written notice (receipt of which is confirmed by us) that you have terminated this authorization or wish to change your payment method. Such notice will not affect charges submitted before we could reasonably act on such notice. To terminate your authorization or change your payment method, please contact us via our Website.

(e) Unless otherwise indicated, the Fees do not include GST. In relation to any GST payable for a taxable supply by Faqtual, you must pay the GST subject to Faqtual providing a tax invoice.

(f) We reserve the right to charge credit card surcharges in the event payments are made using a credit, debit or charge card (including Visa, MasterCard, American Express or Diners Club).

(g) We reserve the right, from time to time, to change the Subscription Fees. We will notify you in advance if we do this.

3. YOUR OBLIGATIONS

(a) **You must, and must ensure that all Users, comply with these Terms at all times.** You acknowledge and agree that Faqtual will have no liability in respect of any damage, loss or expense which arises in connection with your, your Personnel's, or any User's, breach of these Terms, and you indemnify Faqtual in respect of any such damage, loss or expense.

(b) You must not, and must not encourage or permit any User, Personnel or any third party to, without Faqtual' prior written approval:

- (i) upload sensitive information or commercial secrets using the Software;
- (ii) upload any inappropriate, offensive, illicit, illegal, pornographic, homophobic or racist material using the Software;
- (iii) upload any material that is owned or copyrighted by a third party;
- (iv) make copies of the Documentation or the Software;
- (v) adapt, modify or tamper in any way with the Software;
- (vi) remove or alter any copyright, trade mark or other notice on or forming part of the Software or Documentation;
- (vii) create derivative works from or translate the Software or Documentation;
- (viii) publish or otherwise communicate the Software or Documentation to the public, including by making it available online or sharing it with third parties;
- (ix) sell, loan, transfer, sub-licence, hire or otherwise dispose of the Software or Documentation to any third party;
- (x) decompile or reverse engineer the Software or any part of it, or otherwise attempt to derive its source code;
- (xi) attempt to circumvent any technological protection mechanism or other security feature of the Software; or
- (xii) permit any use of the Solution in addition to the Number of Solution Uses.

(c) If you become aware of misuse of your Subscription by any person, any errors in the material on your Subscription or any difficulty in accessing or using your Subscription, please contact us immediately using the contact details or form provided on our Website.

4. USER OBLIGATIONS

You agree, and you must ensure that all Users agree:

- (a) not to intimidate, harass, impersonate, stalk, threaten, bully or endanger any other User or distribute unsolicited commercial content, junk mail, spam, bulk content or harassment in connection with the Solution;
- (b) to not share your Solution account information with any other person and that any use of your account by any other person is strictly prohibited. You must immediately notify Faqtual of any unauthorised use of your account, password or email, or any other breach or potential breach of the Solution's security;
- (c) to not use the Solution for any purpose other than for the purpose for which it was designed, including:

(i) you must not use the Solution in a manner that is illegal or fraudulent or facilitates illegal or fraudulent activity (including requesting or accepting a job which includes illegal activities or purposes);

(d) not to act in any way that may harm the reputation of Faqtual or associated or interested parties or do anything at all contrary to the interests of the Faqtual or the Solution;

(e) you must not make any automated use of the Solution and you must not copy, reproduce, translate, adapt, vary or modify the Solution without the express written consent of Faqtual;

(f) that Faqtual may change any features of the Solution at any time on notice to you;

(g) that information given to you through the Software, by Faqtual or a User, is general in nature and we take no responsibility for anything caused by any actions you take in reliance on that information; and

(h) that Faqtual may cancel your account at any time if it considers, in its absolute discretion, that you are in breach or are likely to breach this clause 4.

5. POSTED MATERIALS

5.1 WARRANTIES

By providing or posting any information, materials or other content in connection with the Software (**Posted Material**), you represent and warrant that, and must ensure that all Users make equivalent representations and warranties:

- (a) you are authorised to provide the Posted Material (including by being authorised to provide any services that you represent you provide);
- (b) the Posted Material is accurate and true at the time it is provided;

- (c) any Posted Material which is in the form of a review or feedback is honest, accurate and presents a fair view of the relevant person and/or your experience;
- (d) the Posted Material is free from any harmful, discriminatory, defamatory or maliciously false implications and does not contain any offensive or explicit material;
- (e) the Posted Material is not "passing off" of any product or service and does not constitute unfair competition;
- (f) the Posted Material does not infringe any Intellectual Property Rights, including copyright, trademarks, business names, patents, confidential information or any other similar proprietary rights, whether registered or unregistered, anywhere in the world;
- (g) the Posted Material does not contain any viruses or other harmful code, or otherwise compromise the security or integrity of the Platform or any network or system; and
- (h) the Posted Material does not breach or infringe any applicable laws.

5.2 LICENCE

(a) You grant, and must ensure that all Users grant, to Faqtual a perpetual, irrevocable, transferable, worldwide and royalty-free licence (including the right to sublicense) to use, copy, modify, reproduce and adapt any Intellectual Property Rights in any Posted Material in order for Faqtual to use, exploit or otherwise enjoy the benefit of such Posted Material.

(b) If it is determined that you retain moral rights (including rights of attribution or integrity) in any Posted Material, you forever release Faqtual from any and all claims that you could assert against Faqtual by virtue of any such moral rights, and you must ensure that all Users grant an equivalent release.

(c) You indemnify Faqtual against all damages, losses, costs and expenses incurred by Faqtual arising in connection with any third party claim that Posted Material infringes any third party's Intellectual Property Rights.

5.3 REMOVAL

(a) Faqtual' Software acts as a passive conduit for the online distribution of Posted Material and has no obligation to screen Posted Material. However, Faqtual may, in its absolute discretion, review and remove any Posted Material at any time without giving any explanation or justification for removing the Posted Material.

(b) You agree that you are responsible for keeping and maintaining records of Posted Material.

6. INTELLECTUAL PROPERTY AND DATA

6.1 SOFTWARE CONTENT INTELLECTUAL PROPERTY

(a) **(Faqtual ownership)** Faqtual retains ownership of all materials provided to you through the course of your Subscription (including text, graphics, logos, design, icons, images, sound and video recordings, pricing, downloads and software) **(Software Content)** and reserves all rights in any Intellectual Property Rights owned or licensed by it not expressly granted to you.

(b) **(Licence to you)** You are granted a licence to the Software Content, for the Number of Solution Uses, and you may make a temporary electronic copy of all or part of any materials provided to you for the sole purpose of viewing them and using them for the purposes of the Software. You must not otherwise reproduce, transmit, adapt, distribute, sell, modify or publish those materials or any Software Content without prior written consent from Faqtual or as otherwise permitted by law.

6.2 CLIENT DATA

Faqtual Rights and Obligations

(a) You grant to Faqtual (and its Personnel) a non-exclusive, royalty free, non-transferable, worldwide and irrevocable licence to use Client Data to the extent reasonably required to provide the Solution.

(b) Faqtual will:

(i) establish, maintain, enforce and continuously improve safety and security procedures and safeguards against the unauthorised use, destruction, loss or alteration of Client Data;

(ii) not make any undocumented, unreported or authorised configuration changes to Faqtual' systems or to the information security controls that secure Client Data, if those changes would materially decrease the protections afforded to Client Data; and

(iii) notify and keep you notified at all times of Faqtual' current safety and security procedures and safeguards that are made from time to time.

(c) Faqtual reserves the right to remove any Client Data, including where it deems Client Data to be inappropriate, offensive, illicit, illegal, pornographic, homophobic or racist.

Your Obligations and Grant of Licence to Faqtual

(d) You are responsible for ensuring that:

(i) you share Client Data only with intended recipients; and

(ii) all Client Data is appropriate and not offensive.

(e) You:

(i) warrant that Faqtual' use of Client Data will not infringe any third-party Intellectual Property Rights; and

(ii) indemnify Faqtual from and against all losses, claims, expenses, damages and liabilities (including any taxes, fees or costs) which arise out of such infringement.

7. CONFIDENTIALITY AND PRIVACY

(a) Except as contemplated by these Terms, a party must not and must not permit any of its officers, employees, agents, contractors or related companies to use or to disclose to any person any Confidential Information disclosed to it by the other party without the disclosing party's prior written consent.

(b) You agree to Faqtual' Privacy Policy, located on our Website, which is incorporated into these Terms by reference. Please read the Privacy Policy carefully as it governs Faqtual' collection, use, and disclosure of personal information.

(a) Each party must promptly notify the other party if it learns of any potential, actual or suspected loss, misappropriation or unauthorised access to, or disclosure or use of Confidential Information or other compromise of the security, confidentiality, or integrity of Confidential Information (Security Breaches).

(b) The notifying party will investigate each potential, actual or suspected Security Breach and assist the other party in connection with any related investigation.

8. LIABILITY

8.1 WARRANTIES AND LIMITATIONS

(a) **(Warranties)** Faqtual warrants that:

(i) during the Subscription Period, the Software will perform substantially in accordance with the Documentation;

(ii) the Hosted Services and Support Services will be provided by Personnel who have expertise in the provision of those services;

(iii) during the Subscription Period, the Solution will be provided as described to you in, and subject to, these Terms; and

(iv) to its knowledge, the use of the Software in accordance with these Terms will not infringe the Intellectual Property Rights of any third party.

(b) (**Errors**) Faqtual will correct any errors, bugs or defects in the Software which arise during the Term and which are notified to Faqtual by you unless the errors, bugs or defects:

(i) result from the interaction of the Software with any other solution or any computer hardware, software or services not approved in writing by Faqtual;

(ii) result from any misuse of the Software; or

(iii) result from the use of the Software by you other than in accordance with these Terms or the Documentation.

(c) (**Service Limitations**) The Solution is made available to you strictly on an 'as is' basis. Without limitation, you acknowledge and agree that Faqtual cannot guarantee that:

(i) the Solution will be free from errors or defects;

(ii) the Solution will be accessible at all times;

(iii) messages sent through the Solution will be delivered promptly, or delivered at all;

(iv) information you receive or supply through the Solution will be secure or confidential; or

(v) any information provided through the Solution is accurate or true.

(d) (**Exclusion**) To the maximum extent permitted by applicable law, all express or implied representations and warranties (whether relating to fitness for purpose or performance, or

otherwise) not expressly stated in these Terms are excluded. Where any law (including the *Competition and Consumer Act 2010* (Cth)) implies a condition, warranty or guarantee which may not lawfully be excluded, then, to the maximum extent permitted by applicable law, Faqtual' liability for breach of that non-excludable condition, warranty or guarantee will, in Faqtual' absolute discretion, be limited to:

(i) in the case of goods, their replacement or the supply of equivalent goods or their repair; and

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

8.2 LIMITATION OF LIABILITY

To the maximum extent permitted by law, Faqtual' liability for all claims in aggregate (whether those claims be for breach of contract, negligence or otherwise, and whether those claims be only for economic loss, or for personal injury or other damage) arising under or in connection with these Terms, the Solution or a Subscription:

(a) is totally excluded, to the extent it concerns liability for indirect, special and consequential damages, and damages (whether direct or indirect) reflecting loss of revenue, loss of profits and loss of goodwill (except to the extent this liability cannot be excluded under the *Competition and Consumer Act 2010* (Cth)); and

(b) is limited, insofar as concerns other liability, to the total money paid to Faqtual under these Terms as at the date the event giving rise to the relevant liability occurred (or, where there are multiple events, the date of the first such event).

Nothing in these Terms is intended to limit the operation of the *Competition and Consumer Act 2010* (Cth).

8.3 INDEMNITY

You indemnify Faqtual from and against all losses, claims, expenses, damages and liabilities (including any taxes, fees or costs) which arise in connection with:

(a) any breach of these Terms by you, your Personnel or a User; or

(b) any act or omission of you or your Personnel.

9. UPGRADES, DOWNGRADES AND CANCELLATION OF YOUR SUBSCRIPTION

9.1 UPGRADE AND DOWNGRADES

(a) You may notify us that you would like to upgrade or downgrade your Subscription Tier at any time. If you do, we will:

(i) take reasonable steps to promptly provide you with access to the new Subscription Tier; and

(ii) upon providing such access, apply the new, relevant Subscription Fees, in the monthly billing cycle immediately following the month in which your access to the new Subscription Tier was provided, and you will be charged at the new Subscription Fee in that subsequent month (subject to clause 9.1(b)).

(b) For the avoidance of doubt, if you choose to downgrade your Subscription, the new Subscription Fees will kick in at the start of the next billing cycle, unless we notify you otherwise. We generally don't pro-rate downgrades in between billing cycles, however we reserve the right to from time to time.

(c) These Terms will be taken to be amended in accordance with any changes agreed in accordance with clause 9.1(a).

(d) If you choose to downgrade your Subscription, you acknowledge and agree the Faqtual is not liable, and you release Faqtual for all claims in relation to, any loss of content, features, or capacity, including any Client Data.

9.2 CANCELLATIONS

- (a) You may cancel your Subscription by notice to Faqtual. Your Subscription will end in the then current billing cycle, and you will be charged for that billing cycle.
- (b) Your licence to the Solution under these Terms will last for the remainder of the then current billing cycle to ensure you have an opportunity to retrieve all data you may need from the Software. Once the then current billing cycles ends, Faqtual will have no liability to store or otherwise retain any data beyond that point, and you release Faqtual in respect of any loss or damage which may arise out of Faqtual not retaining any data beyond that point.
- (c) Your access to the Solution will be revoked at the end of the relevant billing cycle.

10. DISPUTES AND TERMINATION

10.1 DISPUTE RESOLUTION

- (a) The parties must, without delay and in good faith, attempt to resolve any dispute which arises out of or in connection with this agreement prior to commencing any proceedings.
- (b) If a party requires resolution of a dispute it must immediately submit full details of the dispute to the chief executive officer of the other party or, if the party is an individual, that individual.
- (c) The parties acknowledge that compliance with this clause 10 is a condition precedent to any entitlement to claim relief or remedy, whether by way of proceedings in a court of law or otherwise in respect of such disputes, except:
 - (i) in the case of applications for urgent interlocutory relief; or
 - (ii) a breach by another party of this clause 10.

10.2 TERMINATION BY Faqtual

Faqtual may terminate these terms or any Subscription in whole or in part immediately by written notice to you if:

- (a) you are in breach of any term of these Terms or any part of a Subscription; or
- (b) you become subject to any form of insolvency or bankruptcy administration.

Upon termination of these Terms by Faqtual, the Fees will be non-refundable, and you must promptly pay:

- (a) the remainder of the Subscription Fees applicable for the Subscription Period as if the agreement had not been terminated;

- (b) Faqtual' expenses to date; and
- (c) any payments required by Faqtual' suppliers to discontinue their work.

10.3 TERMINATION BY CLIENT

You may terminate these Terms if:

- (a) Faqtual has committed a material breach of these Terms or a Subscription and has failed to remedy the breach within 30 days written notice by you; or
- (b) Faqtual becomes subject to any form of insolvency or bankruptcy administration.

If you validly terminate in accordance with this clause, no further fees will be payable (unless later found that such termination was invalid).

11. GENERAL

11.1 FORCE MAJEURE

Under no circumstances will Faqtual be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond its reasonable control, including, without limitation, internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labour disputes, riots, insurrections, civil disturbances, shortages of labour or materials, fires, floods, storms, explosions, acts of god, war, governmental actions, orders of domestic or foreign courts or tribunals, non- performance of third parties, or loss of or fluctuations in heat, light, or air conditioning.

11.2 NOTICES

- (a) A notice or other communication to a party under these Terms must be:
 - (i) in writing and in English; and
 - (ii) delivered via email to the other party, to the email address that has been regularly used by the parties to correspond for the purposes of the subject matter of these Terms (**Other Party's Email Address**).
- (b) Unless the party sending the notice knows or reasonably ought to suspect that the email was not delivered to the Other Party's Email Address, notice will be taken to be given:
 - (i) 24 hours after the email was sent; or
 - (ii) when replied to by the other party,whichever is sooner.

11.3 GOVERNING LAW AND JURISDICTION

Each party irrevocably submits to the exclusive jurisdiction of the courts of New South Wales, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with these Terms. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

11.4 COMPLIANCE WITH LAWS

Each party is responsible for complying with all applicable laws in connection with the Solution. Neither party shall be responsible to the other party for that other party's breach of an applicable law.

11.5 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under these Terms without the prior consent of each other party (such consent not to be unreasonably withheld).

11.6 AMENDMENTS

These Terms may only be amended by a document signed by each party.

11.7 WAIVER

No party to these Terms may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

11.8 SEVERANCE

If any part of these Terms is or becomes invalid, that part is severed from these Terms and that severance does not limit or otherwise affect the remaining provisions of these Terms.

11.9 FURTHER ACTS AND DOCUMENTS

Each party must promptly do all further acts and execute and deliver all further documents required by law or reasonably requested by another party to give effect to these Terms.

11.10 ENTIRE AGREEMENT

These Terms embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of these Terms.

11.11 SURVIVAL

Any provision of these terms (including in a Subscription) which, by its nature, would reasonably be expected to be performed after the termination or expiry of these Terms, shall survive and be enforceable after such termination or expiry.

DEFINITIONS

Client Data

means any documents or materials supplied by you to Peach's under or in connection with these Terms or a Subscription, including any Intellectual Property Rights attaching to those materials.

Confidential Information

means information of or provided by a party that is by its nature is confidential information, is designated by that party as confidential, or that the other party knows or ought to know is confidential, but does not include information, which is or becomes, without a breach of confidentiality, public knowledge.

Documentation

means all manuals, help files and other documents supplied by Faqtual to you relating to the Software, whether in electronic or hardcopy form.

Hosted Services

has the meaning given in clause 1.3.

Intellectual Property Rights

means any and all present and future intellectual and industrial property rights throughout the world, including copyright, trademarks, designs, patents or other proprietary rights, Confidential Information and the right to have information kept confidential, or any rights to registration of such rights whether created before or after the date of these Terms, whether registered or unregistered.

Number of Solution Uses

means the number of websites, or any other platform or use, that you may use the Solution in respect to, in accordance with your Subscription Tier.

Subscription

has meaning given in clause 1.1(b) of these Terms and includes any limitations set out on the Website.

Subscription Fees

means the amount you agree to pay for each Subscription Period when you subscribe for a Subscription, as described in clause 2(a) of these Terms.

Subscription Period

means the term of your Subscription, which will continue subject to your compliance with these Terms.

Subscription Tier

has the meaning given in the first paragraph of these Terms.

Personnel

means, in respect of a party, its officers, employees, contractors (including subcontractors) and agents.

Software

means the Peach's software as described on our Website, and which is licenced to you in accordance with clauses 1.2 and 6.1(b).

Software Content

means all materials owned or licensed by Peach's in connection with the Software and any Intellectual Property Rights attaching to those materials.

Solution

includes the Software, Hosted Services, and Support Services, as set out in clause 1.1(a).

Support Services

has the meaning given in clause 1.4(a).

User

means end users of your valid uses of the Solution, on your website or any other platform, and any other third party granted access to the Software by you.

User Data

means files, data, materials or any other information, which is uploaded to the Software by you or a User, including any Intellectual Property Rights attaching to those materials.

Website

means Peachs.co or any other site operated by Peach's in connection with the Solution.