

# PEOPLE IN CONSTRUCTION (ABN 97 990 602 386) END USER LICENCE AGREEMENT

## 1. INTRODUCTION

- 1.1. By accessing, browsing and/or using the “People In Construction” (or **PIC**) website (**Site**), and downloading, installing and/or using any software application owned, controlled or offered by Rellish Pty Ltd a.t.f. the CJZ Family Trust ABN 97 990 602 386 trading as “People In Construction” (**PIC Software**) (each a **PIC App** and collectively, the **PIC App(s)**), or accessing, browsing and/or using any other mobile or web services owned, controlled or offered by PIC Software (the **PIC App(s)** and any such other services (collectively, the **PIC Services**)), you acknowledge that you have read and understood and agree to be bound by this End User Licence Agreement (**EULA**).
- 1.2. If you do not agree to this EULA, then please cease using the PIC Services immediately and you must uninstall the PIC App(s) from any device owned or controlled by you. PIC Software reserves the right to change this EULA at any time. We recommend that you periodically check the Site for changes. By accessing, browsing and/or using any PIC Services after these updates to this EULA have been posted, you agree to be bound by the updated EULA.
- 1.3. THESE TERMS CONSTITUTE A BINDING AGREEMENT BETWEEN YOU AND PIC SOFTWARE. In addition, the PIC Software Privacy Policy governs your access to and use of the PIC Services and the processing of certain information about you.

## 2. RIGHTS TO USE THE PIC SERVICES

- 2.1. Subject to your compliance with this EULA in all material respects, PIC Software grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the PIC Services and the following are material terms of this licence, you
  - 2.1.1. accept the PIC Services functioning in the manner and capacity as set out in the Site;
  - 2.1.2. accept that we are not the holder of any records created by your use of the PIC App and we are not contracted to hold the records created by you through the PIC App, even though your subscription may include a set amount of data storage space through the PIC App;
  - 2.1.3. use the PIC App as a personal user and that if you create a record using the PIC App you are solely responsible for that record and that any distribution of that record to a third party is on the basis that it is a record which you have created and take full responsibility for its content; and
  - 2.1.4. agree to comply in all material respects with any instructions and guidelines (**Guidelines**) posted on the Site and/or communicated through the PIC App(s).
- 2.2. Subject to your compliance with this EULA in all material respects, PIC Software further grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to install and use the PIC App(s), in machine executable object code form only, on a single compatible personal device that you own and control (**Device**).

### 3. ELIGIBILITY TO USE PIC SERVICES

- 3.1. It is your responsibility to confirm that use of the PIC Services is permissible under the applicable laws and regulations where you make use of the PIC Services. If any applicable laws and regulations prohibit your use of the PIC Services, you may not use the PIC Services.

### 4. SUPPORT

- 4.1. PIC Software currently offers support for the PIC Services through its Site (currently located at <https://peopleinconstruction.com.au/>). PIC Software reserves the right to change the support that it offers at any time with or without notice.

### 5. NO WARRANTY AND LIMITATION OF LIABILITY

- 5.1. PIC Software provides the site, the PIC App(s) and the other PIC Services on an "as is", "with all faults" and "as available" basis. PIC Software and its parents, subsidiaries and affiliates, and each of their officers, directors, employees, agents, partners and licensors (**PIC Software Parties**) disclaim all warranties and conditions of any kind, whether express, implied or statutory, or arising from statute, course of dealing, usage of trade or otherwise, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, non-infringement, integration, interoperability or quiet enjoyment. The PIC Software Parties make no representations or warranties about the accuracy or completeness, currency, or non-infringement of the PIC Services or of the information or other content contained in or accessible through the PIC Services. The PIC Software Parties do not warrant that the functions of the PIC Services will be uninterrupted or error-free, that defects will be corrected, or that the PIC Services or the servers that make the PIC Services available will be free of viruses or other harmful components. Some jurisdictions do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you.

#### 5.2. You understand and agree that:

- 5.2.1. you use the PIC Services at your own discretion and risk and that you will be solely responsible for any damages whatsoever that arise from such use;

- 5.2.2. under no circumstances shall the PIC Software Parties be liable for any indirect, special, incidental, consequential or punitive damages of any kind, or any other damages whatsoever (however arising, including by negligence), including without limitation, damages related to use, misuse, reliance on, inability to use and interruption, suspension, or termination of any of the PIC Services and damages resulting from loss of use or loss of data (or both), whether or not the PIC Software Parties have been advised of such possibility and regardless of whether such damages were foreseeable. Your only right with respect to any dissatisfaction with the PIC Services shall be to terminate your use of such services.

- 5.3. In no event shall the PIC Software Parties' total liability to you for all claims arising under these terms or your use of the PIC Services exceed the total amount paid by

you to PIC Software for use of the PIC Services during any one month. Some jurisdictions do not allow the exclusion of liability for incidental or consequential damages, so the above exclusions may not apply to you.

- 5.4. You understand that your use of the PIC Services may involve known and unanticipated risks that could result in injury, including, but not limited to, dangers that may be caused by the acts of third parties, or occurrences beyond the control of the PIC Software Parties. By using the PIC Services, you assume all such risks and dangers and all responsibility for any losses and/or damages including the records and any other document you authorise the PIC App to make on your behalf. You use this PIC App as an enabler to create records which you are ultimately the author of. You use the PIC App on the understanding that the PIC App and the Licensor does not represent that the records you create are sufficient to meet any standard, regulations, legislation or other criteria which may be used assess the information contained in any record created by you using the PIC App. You voluntarily release, waive, discharge and hold harmless the PIC Software Parties from any and all claims, demands or causes of actions or other claims that in any way arise from or are related to your use of the PIC Services and any records, messages or other communications you create use the PIC App and transmit from the PIC App through any medium via any platform.
- 5.5. The PIC Services are intended only as services for individual use. You acknowledge and agree that PIC Software has offered the PIC Services, set its prices, and entered into these terms in reliance upon the foregoing warranty disclaimers and the limitations of liability. You further acknowledge and agree that the warranty disclaimers and the limitations of liability set forth in these terms reflect a reasonable and fair allocation of risk between you and PIC Software, and that the warranty disclaimers and the limitations of liability set forth in these terms form an essential basis of the bargain between you and PIC Software.
- 5.6. You acknowledge that by downloading the PIC Apps you unconditionally authorise the PIC App to make communications to third parties on your behalf and that such communications are authorised by you at the time of installing the PIC App on your device.
- 5.7. You expressly acknowledge and agree that: (a) use of the PIC Services may require the use of third party services and third party equipment, including without limitation, to communicate with third parties via data or SMS transmissions; (b) you are solely responsible for obtaining any and all such third party services and third party equipment; (c) the use of the PIC Services may result in fees or charges imposed by the providers of such third party services and/or third party equipment; and (d) you shall be solely responsible for paying any and all such fees and/or charges.
- 5.8. You expressly acknowledge and agree that:
  - 5.8.1. using the PIC Services is not a guarantee or assurance, and is not intended to be and cannot be considered or relied upon as a guarantee or assurance, of compliance with any standard or procedures which may govern how the information contained in the records created by you using the PIC App is assessed;

5.8.2. maintaining the safety of yourself and any person who relies on the information in a record created by you using the PIC App is ultimately your responsibility;

5.8.3. any modification to, tampering with or disabling of any portion of the PIC App is expressly prohibited under this EULA; and

5.8.4. where you have downloaded the PIC App on your Device as a condition of any agreement (or arrangement) with a third party (**third party**) or at the direction of your employer, you acknowledge that clause 23.1 is amended by the express terms of this clause 5.8.4, and you accept that the third party or your employer may request that any information recorded by the PIC App as a result of it being installed and operated on your Device is provided to the third party or your employer; and

5.8.5. you consent to the collection and disclosure of the information collected by the PIC App installed on your Device, as contemplated by clause 5.8.4, to the persons contemplated by clause 5.8.4.

5.9. Without limiting the foregoing, PIC Software shall have no liability for (a) the negligence of any person who has created a record using the PIC App; or (b) any instance where any modification of, tampering with or disabling of any portion of the PIC App has occurred or been attempted.

5.10. If you acquire the PIC App but enable other users to use the PIC App you accept that their use is a use of the PIC App by you and that in this case these terms are still binding on you and any other user you have authorised to use the PIC App.

## 6. CHANGES TO PIC SERVICES

7. PIC Software reserves the right at any time to modify or discontinue, temporarily or permanently, the PIC Services (or any portion thereof) with or without notice and without liability to you. You agree that the PIC Software Parties shall not be liable to you or any third party for any modification, suspension or discontinuance of the PIC Services (or any portion thereof).

## 8. PIC TECHNOLOGY AND CONTENT

8.1. PIC Software or its licensors and suppliers own all rights, title and interest in the PIC App(s) and the software and other technology used to provide the PIC Services and all associated intellectual property rights (the **PIC Technology**), and the PIC Technology is protected by intellectual property rights laws and treaties. The PIC Technology is licensed, not sold, to you for use only under the terms and conditions of this EULA. PIC Software reserves all rights not expressly granted to you.

8.2. The PIC logo, the PIC App icon design are trademarks or the subject of other intellectual property rights belonging to PIC Software, and may not be used without prior, express written permission from PIC Software. All other trademarks (whether registered or unregistered) not owned by PIC Software that appear on the PIC Services are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by PIC Software. All content included on

the PIC Services, including all information, data, text, software, music, sounds, photographs, graphics, videos, messages, scripts, tags, compilations of the foregoing and/or other materials accessible through the PIC Services, including all associated intellectual property rights, (**PIC Content**) is the property of PIC Software and/or its licensors, as applicable, and protected under intellectual property rights laws, other laws and treaties. Except as expressly permitted under this EULA, no reproduction, transmission, modification or display of any PIC Content is permitted without our prior, express written permission.

## 9. FEES AND SUBSCRIPTIONS

9.1. You will pay to PIC Software, the fees stated on the Site and you accept the PIC Services based on the licence fees described on the Site and selected by you at the time of acceptance of this EULA or installation of the PIC App (whichever occurs first). Additional data charges may apply to you for the use of the PIC Services through your Device (including where the PIC Services use the mobile network services accessed by your Device) and these will be charges that you must pay to third parties. If there is a charge associated with a portion of the PIC Services, you agree to pay that charge by accessing or using it.

## 10. PURCHASE VIA APPS STORES

10.1. We may make the PIC App(s) available for download through the iTunes App Store at <https://itunes.apple.com>, the Google Play Store at <https://play.google.com/store/apps>, or other third party app stores (each, an "App Store"). Your license to any PIC App(s) is also governed by the applicable terms of service, policies and procedures of the App Store through which you download the PIC App(s) (**App Store Terms**). This EULA amend and supplement the applicable App Store Terms and to the extent that this EULA contradict or are inconsistent with the applicable App Store Terms, this EULA control and prevail. You are authorized to download the PIC App(s) solely via the App Stores, if any, through which we make them available for download. You acknowledge that by downloading a PIC App(s) via an App Store, you are subject to the applicable App Store Terms.

10.2. PIC Software reserves the right to terminate or suspend your license to use all or any portion of the PIC Services and your other rights under this EULA at any time and for any reason, including, but not limited to, violation of this EULA, the Guidelines and/or any applicable App Store Terms. Upon such termination, all license and other rights granted to you under this EULA will immediately terminate, but all other provisions of this EULA will survive termination. You will immediately cease all use of the PIC Services and any associated account(s) with PIC and remove and destroy all copies of the PIC App(s) from your Devices. We may further bar access to the PIC Services and your account(s) and delete any and all information associated with your account(s).

## 11. FEEDBACK

11.1. By sending us any ideas, suggestions, comments, improvements, documents, proposals or other feedback, including without limitation, concerning the PIC App(s) (**Feedback**), you agree that (i) your Feedback does not contain the confidential or proprietary information of third parties, (ii) we are under no obligation of

confidentiality, express or implied, with respect to the Feedback, (iii) we may have something similar to the Feedback already under consideration or in development, and (iv) you grant us an irrevocable, non-exclusive, royalty-free, perpetual, fully sub-licensable and transferable, worldwide license to use, disclose, reproduce, modify, publish, distribute, transfer and otherwise utilize your Feedback in any manner and for any purpose.

## 12. EXTERNAL MATERIALS

12.1. The PIC Services may provide links to other websites, mobile device software applications, services or resources. You acknowledge and agree that the PIC Software Parties do not endorse and are not responsible for any content, advertising, products, services or other materials on or available through such sites or resources (**External Materials**). External Materials are subject to different terms and conditions and privacy policies, which you are responsible for reviewing. You further acknowledge and agree that the PIC Software Parties shall not be liable for any damage or loss caused by or resulting from use of or reliance on any External Materials. Your dealings with advertisers and other third parties who market, sell, buy or offer to sell or buy any goods or services on or through the PIC Services, including payment for or delivery of such goods or services and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and the advertiser or other third party. You agree that the PIC Software Parties shall not be liable for any loss or damage of any kind incurred as a result of any such dealings.

## 13. PROHIBITED USES

13.1. You understand and hereby acknowledge and agree that you may not and warrant that you will not:

13.1.1. Use, copy, print, modify, adapt, create derivative works from, market, deliver, rent, lease, sublicense, make, have made, assign, pledge, transfer, sell, offer to sell, import, reproduce, distribute, publicly perform, publicly display or otherwise grant rights to any PIC Technology, or any copy thereof, in whole or in part, except as expressly permitted under this EULA;

13.1.2. Reverse engineer, disassemble, decompile or translate any PIC Technology, or otherwise attempt to derive the source code, structural framework or the data records of any PIC Technology, or authorize any third party to do any of the foregoing;

13.1.3. Loan, resell or distribute any PIC Technology, or any part thereof, in any way;

13.1.4. Use the PIC Services for any illegal purpose, or in violation of any local, state, national, or international law, including, without limitation, laws governing intellectual property and other proprietary rights, data protection and privacy, and import or export control;

13.1.5. Misrepresent the source, identity or content of information transmitted via the PIC Services;

- 13.1.6. Remove, circumvent, disable, damage or otherwise interfere with security-related features of the PIC Services, features that prevent or restrict use or copying of any content accessible through the PIC Services, or features that enforce limitations on use of the PIC Services;
- 13.1.7. Intentionally interfere with or damage operation of the PIC Services or any user's enjoyment of them, by any means, including uploading or otherwise disseminating viruses, worms, or other malicious code;
- 13.1.8. Post, store, send, transmit, or disseminate any notice or notification which a reasonable person could deem to be objectionable, offensive, indecent, distressing, vulgar, or otherwise inappropriate, regardless of whether this material or its dissemination is unlawful;
- 13.1.9. Post, store, send, transmit, or disseminate any information or material which infringes any patents, trademarks, trade secrets, copyrights, or any other proprietary or intellectual property rights;
- 13.1.10. Attempt to gain unauthorized access to the PIC Services, or any part of these, other accounts, computer systems or networks connected to the PIC Services, or any part of these, through hacking, password mining or any other means, or to interfere or attempt to interfere with the proper working of the PIC Services or any activities conducted on the PIC Services; or
- 13.1.11. Use any robot, spider, scraper or other automated means to access the PIC Services for any purpose without our express written permission or bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the PIC Services or modify the PIC Services in any manner or form, or use modified versions of the PIC Services, including (without limitation) for the purpose of obtaining unauthorized access to the PIC Services.

## 14. USER CONTENT

- 14.1. The PIC Services allows the submission of information by you (**User Submissions**). The User Submission in whole or in part may form part of the record created by the PIC App. . You shall be solely responsible for your own User Submissions (**Your Content**) and the consequences of using Your Content in any record created by the PIC App. PIC Software assumes no responsibility for actively monitoring User Submissions for inappropriate content. If at any time PIC Software chooses, in its sole discretion, to monitor User Submissions, PIC Software nonetheless assumes no responsibility for the content of the User Submissions, no obligation to modify or remove any inappropriate User Submissions, and no responsibility for User Submissions.

## 15. ADVERTISING

- 15.1. PIC Software and its licensees may publicly display advertisements and other information through the PIC App and you are not entitled to any compensation for such advertisements. The manner, mode and extent of such advertising are subject

to change without specific notice to you.

## 16. INDEMNIFICATION

16.1. You agree to indemnify, defend, and hold the PIC Software Parties harmless from and against any and all claims, suits, actions, losses, costs, damages, and any other liabilities, including attorneys' fees, arising out of or related to your use of the PIC Services and/or your interactions with third parties generated by the use of the PIC Apps on your Device (including but not limited to the records created using the PIC App), including, but not limited to, (a) your use or misuse of the PIC Services generally, (b) any violation of the rights of any other person or entity by you, (c) any breach or violation by you of this EULA or any law, regulation or guidance, or (d) your use of the PIC Services to communicate with any third party in any form. PIC Software reserves the right to assume the exclusive defence and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defence of these claims.

## 17. INTERACTIONS WITH OTHER USERS

17.1. You are solely responsible for your interactions with third parties who are recipients of any records or communications issued by the PIC App installed on your Device (**Interactions**). The PIC Software Parties assume no liability for Interactions generated by PIC App installed on your Device.

17.2. You will create a username and password as part of the registration process for the PIC Services. You are responsible for maintaining the confidentiality of your password and account and all activities that occur in connection with these. You agree to immediately notify PIC Software of any actual or suspected unauthorized use of your password or account or any other actual or suspected breach of security. You agree that all information that you provide to PIC Software as part of the registration process, including, but not limited to, your name and email address, is truthful, accurate and complete.

## 18. GOVERNING LAW

18.1. This EULA and your relationship with PIC Software under this EULA shall be governed by and construed and enforced in accordance with the , other applicable federal laws and the laws of the State of Victoria Australia. The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this EULA.

## 19. . INFORMATION OR COMPLAINTS

19.1. If you have a question or complaint regarding the PIC Services, please feel free to contact us by submitting a support request at <https://support.PIC.com>.

## 20. MISCELLANEOUS

20.1. If any provision of this EULA is held to be invalid or unenforceable under applicable law, then such provision shall be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its invalidity or unenforceability, without

in any way affecting the remaining parts of this EULA. Such provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of this EULA.

20.2. A provision of this EULA may be waived only by a written instrument executed by the party entitled to the benefit of such provision. The failure of any party at any time to require performance of any provision of this EULA shall in no manner affect such party's right at a later time to enforce the same. A waiver of any breach of any provision of this EULA shall not be construed as a continuing waiver of other breaches of the same or other provisions of this EULA.

20.3. The parties acknowledge that this EULA is concluded between you and PIC Software only, and not with Apple or the owner or operator of any other applicable App Store through which you may have downloaded the PIC App(s) (the "App Store Owner"), and the App Store Owner is not responsible for the PIC App(s) and the contents thereof. The App Store Owner has no obligation whatsoever to furnish any maintenance and support services with respect to the PIC App(s). PIC Software, not the App Store Owner, is responsible for addressing any claims from you or any third party relating to the PIC App(s) or your possession and/or use of the PIC App(s), including, but not limited to, product liability claims, any claim that the PIC App(s) fails to conform to any applicable legal or regulatory requirement and claims arising under consumer protection or similar legislation. The App Store Owner and its subsidiaries are third party beneficiaries of this EULA, and shall have the right (and will be deemed to have accepted the right) to enforce this EULA against you as a third party beneficiary hereof.

20.4. This EULA constitute the complete and exclusive statement of the agreement between PIC Software and you with respect to the subject matter hereof and supersede any proposal or prior or contemporaneous agreement, oral or written, and any other communications between the parties in relation to the subject matter of this EULA.

20.5. You and PIC Software agree that any cause of action arising out of or related to the PIC Services must commence within one year after the cause of action accrues. Otherwise, such cause of action shall be permanently barred, unless the statute or legislation in force in the jurisdiction in which a cause of action is brought expressly prohibits this clause of the this EULA from being enforceable.

20.6. The Licensor acknowledges that the Licensee may be an entity which requires the use of the PIC App by its contractor or employees (or both). In this case by using the PIC App, the Licensor accepts that you have agreed to these terms personally and as an agent of your employer or principal and that the employer or principal has represented to the Licensor that you have authority to enter into this EULA on their behalf.

## 21. FORCE MAJEURE

21.1. Neither party will be deemed to be in breach of its obligations under this EULA by reason of its failure to perform its obligations hereunder if such failure is due to fire, flood, earthquake or other natural disaster; labor dispute; terrorist act or act of war; law, decree or order by any governmental authority; or any other cause beyond such

party's control including but not limited to a failure by any telecommunications network. In no event will the foregoing sentence excuse Licensee's payment obligations hereunder, however.

## 22. ASSIGNMENT:

22.1. PIC Software may assign this EULA, in whole or in part, at any time, with or without notice to you, to any subsidiary, affiliated or controlling entity, to any person or entity owning or acquiring all or a substantial portion of the stock or assets of PIC Software, and such rights may be similarly assigned by any such assignee. You may not assign, delegate or otherwise transfer this EULA, or assign, transfer or sublicense any rights or duties under this EULA.

## 23. COLLECTION OF INFORMATION

23.1. We may collect information relating to how often you use the PIC Services or the frequency with which certain features of the PIC Services are used. This information would be collected anonymously, in a way that does not personally identify you. We may use this information to detect broad user trends and to otherwise enhance our products or applications. If you elect to use location-based services on the PIC Services if available, which may include weather, movie times, traffic information, fuel prices, and information regarding local events, the physical location of your device will be collected in order to provide you with such location-based services. This location data is collected anonymously in a form that does not personally identify you. If you provide your consent then PIC Software will collect and upload from your Device information such as your location, speed and direction and PIC Software may also share this data with or sell this data to third parties. This data is shared and sold anonymously in a form that does not personally identify you.

## 24. TERMINATION

24.1. PIC Software may, upon thirty (30) days' prior written notice, terminate this EULA for convenience. Upon termination of this EULA, the license herein granted to you and all of your rights with respect to the PIC Services will immediately cease and terminate.