



App and Portal Terms and Conditions

These terms and conditions are between Cindicium Pty Ltd ABN 60 616 698 492 (**Cindi**) and you (the **agreement**). By registering as a user of the App or Portal, clicking to accept these terms and conditions, accessing or using any of the services provided by Cindi or ordering any equipment from Cindi, you agree to be bound by this agreement. If you do not agree to the terms of this agreement, then you must not use the App or Portal.

1. Scope

- 1.1 Cindi provides its customers with a shipping container weighing service subject to the terms of Cindi's Customer Agreement.
- 1.2 Cindi also provides individuals employed or engaged by Cindi's customers (**Users**) with access to:
 - (a) a mobile application (available on iOS and Android) that can be used with the Equipment to weigh shipping containers, record weights and to perform other functions (the **App**); and
 - (b) a customer portal available at www.cindiportal.com that can be used to manage weight data, administer Accounts, billing and to perform other functions (the **Portal**).
- 1.3 This agreement sets out the terms and conditions that Users must comply with when using the App and Portal.

2. Registration

- 2.1 You must register for a named account to access the App and Portal (**Account**).
- 2.2 Any registration information that you provide to Cindi must be accurate, current and complete.
- 2.3 You are only eligible to register for an Account if you are employed or engaged by a customer of Cindi who has entered into Cindi's Customer Agreement.
- 2.4 Certain functionality within the App and Portal is available only to Users with the appropriate privileges or level of access.

3. Use of the App and Portal

- 3.1 You must not use the App or Portal in any manner or for any purpose (including by uploading, posting or transmitting any content) that:
 - (a) is illegal, improper or unauthorised;
 - (b) infringes any third party's Intellectual Property Rights;
 - (c) contains sexually explicit content or pornography;
 - (d) contains hateful, defamatory, or discriminatory content or incites hatred;
 - (e) advertises or solicits others to purchase any product or service;
 - (f) transmits any trojan, malware, worm, virus or any code of a destructive nature; or
 - (g) could damage, disable, overburden, or impair the App or Portal or interfere with any other party's use of the App or Portal.
- 3.2 You must not scrape, reproduce, redistribute, sell, create derivative works from, decompile, reverse engineer, or disassemble the App or Portal, any content accessible using the App or Portal or any source code therein.
- 3.3 You must not attempt to circumvent any of Cindi's security measures or take any measures to interfere with or damage the App or Portal.

4. Use of the Equipment

- 4.1 You agree to comply with Cindi's Equipment Terms and Conditions of Use when using any Equipment in connection with the App or Portal.

5. Security

- 5.1 You are responsible for keeping your Account login and password confidential and secure and for restricting access to your computer and mobile handset when you are logged in to the App or Portal.
- 5.2 You must not allow anyone else to use your Account. You are responsible for all activity that occurs under your Account.
- 5.3 If you are using a computer or mobile handset that other people have access to, you must log out of your Account after using the App or Portal.
- 5.4 If you become aware of any unauthorised access to your Account, you must change your password and notify Cindi immediately.
- 5.5 Cindi may monitor your use of the App and Portal to ensure compliance with this agreement.

6. Intellectual property

- 6.1 Cindi retains all Intellectual Property Rights in the App and Portal.
- 6.2 Cindi grants to you a non-exclusive, royalty-free, revocable license, while you have a valid Account, to use the App and Portal subject to this agreement.
- 6.3 You grant Cindi and its affiliates a non-exclusive, royalty-free, perpetual, irrevocable license (with the right to sublicense) to use any content you submit using the App and Portal for the purpose of satisfying Cindi's obligations under this agreement or Cindi's Customer Agreement.

7. Privacy

- 7.1 You consent to Cindi collecting your Personal Information in accordance with Cindi's Privacy Policy which is available at www.cindicium.com/privacy-policy.
- 7.2 Cindi will handle any Personal Information provided by you through the App or Portal or otherwise, in accordance with Cindi's Privacy Policy.
- 7.3 Please review Cindi's Privacy Policy to learn about what information we may collect about you, what we use that information for and with whom we share that information.

8. Disclaimer

- 8.1 Cindi provides the App and Portal "as is" and on an "as available" basis. You agree that you use the App and Portal at your own risk.
- 8.2 Except as expressly provided for in this agreement, to the extent permitted by law, Cindi does not make any warranties and there are no conditions of any kind, whether express, implied, statutory or otherwise, including without limitation, warranties or conditions of merchantability, fitness for a particular purpose or

- noninfringement. In particular, Cindi does not warrant that the App and Portal will:
- (a) be free of errors and defects, or that access to the App and Portal will be uninterrupted;
 - (b) operate in combination with your hardware, software or systems; or
 - (c) meet your requirements, specifications or expectations.
- 8.3 To the extent permitted by law, Cindi excludes all liability for any and all Losses suffered or incurred by you to the extent caused or contributed to by Cindi, including for:
- (a) any delay, interruption, transmission error, delivery failure or other damage resulting from the inherent limitation in the transfer of data over communications facilities outside of Cindi's control, including the internet and mobile telecommunications networks;
 - (b) any data loss or corruption caused by the App or Portal;
 - (c) your hardware (including telecommunications handsets), software, systems or any content provided by you; or
 - (d) any third party web sites, content, products or services that may be accessible using the App or Portal.
- 9. Limitation of Liability**
- 9.1 To the maximum extent permitted by law, Cindi's liability to you for breach of any implied warranty or condition which cannot be excluded is limited at our option to the re-supply of the good or service or paying for their resupply.
- 9.2 Notwithstanding the above, to the maximum extent permitted by law, Cindi's aggregate liability for any claims arising out of or related to this agreement will be limited to the amount that you paid, if any, to Cindi for access to or use of the App or Portal during the six month period immediately prior to the event giving rise to such liability.
- 9.3 To the extent permitted by law, neither party is liable to the other party for any Loss arising from or in connection with this agreement which:
- (a) does not arise directly, or naturally in the usual course of things, from the breach, action or inaction in question; or
 - (b) constitutes loss of profit, loss of anticipated profit, loss of opportunity or anticipated savings, loss of revenue, loss or impairment of credit rating, loss of or corruption of data, loss of business opportunities and loss of or damage to reputation or goodwill, even if such loss arises directly or naturally in the usual course of things from that breach, action or inaction.
- 10. Indemnity**
- 10.1 You agree to pay Cindi on demand the amount of any Loss suffered or incurred by Cindi or its related parties arising from or in connection with:
- (a) your use of the App and Portal; or
 - (b) any breach by you of this agreement or any applicable law.
- 11. Changes**
- 11.1 Cindi may add or remove features or make updates, patches, bug fixes or service packs for the App or Portal from time to time. Any new features will also be subject to the terms of this agreement.
- 11.2 Cindi may suspend, withdraw, discontinue, change or update the App or Portal at any time and for any reason without any liability to you.
- 11.3 Cindi may change or update any part of this agreement at any time in its sole discretion by notifying you of the changes or updates.
- 11.4 It is your responsibility to review any updated agreement that you are notified of and to periodically check Cindi's website for changes to this agreement. Your continued use of or access to the App or Portal following the posting of any changes to this agreement constitutes acceptance of those changes.
- 11.5 You can review the most current version of this agreement at any time by visiting www.cindicium.com.
- 12. Term and Termination**
- 12.1 This agreement will commence on the date that you first use the App or Portal and continue until terminated in accordance with this clause 12.
- 12.2 You may terminate this agreement at any time by notifying Cindi and ceasing to use the App and Portal.
- 12.3 Cindi may disable or delete your Account and/or terminate this agreement:
- (a) immediately, if you are no longer eligible to hold an Account;
 - (b) if your Account has been inactive for a period of 3 months or more;
 - (c) for any reason by providing you with 10 days notice; or
 - (d) if you breach this agreement and fail to remedy that breach within 2 days after the date you are notified by Cindi.
- 12.4 If this agreement is terminated, then Cindi will disable your Account and your access to the App and Portal.
- 12.5 When this agreement expires or is terminated, all of the legal rights, obligations and liabilities that you and Cindi have benefitted from, been subject to (or which have accrued during the term of the agreement) or which are expressed to continue indefinitely, shall be unaffected by that expiration or termination, and the provisions of this clause shall continue to apply to such rights, obligations and liabilities indefinitely.
- 13. General**
- 13.1 This agreement is governed by the laws of New South Wales, Australia. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia.
- 13.2 If any provision or part of a provision of this agreement is held or found to be void, invalid or otherwise unenforceable (whether in respect of a particular party or generally), it will be deemed to be severed to the extent that it is void or to the extent of voidability, invalidity or unenforceability, but the remainder of that provision will remain in full force and effect.
- 13.3 If a party is unable to perform an obligation under this agreement (other than, an obligation to pay money in the ordinary course of business) because of an unforeseeable event or circumstance beyond the reasonable control of the party, then to the extent that event prevents that party from performing that obligation, the party:
- (a) will be excused from performing that obligation; and
 - (b) will not be liable for any Losses arising from or in connection with the non-performance of that obligation.
- 13.4 Cindi may give you any notice under this agreement either in writing, by notification through the App or Portal or by email. It is your responsibility to ensure that your contact details in the App or Portal are valid and current.

- 13.5 The parties are independent contractors and nothing in this agreement gives rise to any relationship of agency, partnership, employment or otherwise.
- 13.6 A party cannot assign or otherwise transfer any of its rights under this agreement without the prior consent of each other party, except that Cindi may assign all of its rights and obligations under this agreement to another entity within its corporate group.
- 13.7 This agreement embodies the entire understanding of the parties, and constitutes the entire terms agreed by the parties. It supersedes any prior written or other agreement of the parties.

14. Definitions and interpretation

- 14.1 In this agreement:

Account has the meaning given in clause 2.1.

App has the meaning given in clause 1.2(a).

Equipment means the CLAW Ground Series which is comprised of a jack, foot pump and associated fittings and 4 SMARTcells.

Intellectual Property Right means any invention, discovery, secret process, trade mark, service mark, copyright work, design, patent, know how and any other intellectual property right throughout the world (whether or not it is capable of registration).

Loss means losses, damages, liabilities, charges, expenses, compensation, fine, penalty, payment outgoings or costs and all related costs and expenses (including reasonable legal fees and reasonable costs of investigation, litigation, settlement, judgment, appeal, interest and penalties) of any nature or kind, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.

Personal Information has the meaning given to that term in the Privacy Act 1988 (Cth).

Portal has the meaning given in clause 1.2(b).

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

- (a) person includes an individual, the estate of an individual, a firm, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (b) a reference to a party includes its successors, permitted assigns and permitted persons substituted by novation;
- (c) a reference to a document includes all amendments to that document;
- (d) the singular includes the plural and vice versa;
- (e) a reference to a party, clause, schedule or attachment is a reference to a party, clause, schedule or attachment to or of this agreement;
- (f) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (g) the words 'include', 'such as' and 'particularly' in any form are not words of limitation; and
- (h) a reference to a monetary amount is in Australian currency.