

getU2sign COVIDSafe Venue Registration Terms and Conditions

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getU2sign COVIDSafe Venue Registration is free to use for registered venues (Users) and their Customers. This is a community service supported by getU2sign and its holding company – Digital Tuna P/L.

These **getU2sign COVIDSafe Venue and Customer Registration Terms and Conditions** (“Terms”) govern access to and use of the <https://getu2sign/venues> (“getu2sign venues,” “we” or “us”) web sites and services (collectively, the “Site”) by site visitors (“Site Visitors”) and by individuals or entities who use these Services (“Users”).

By using the Site, you as a Site Visitor or User accept these Terms (whether on behalf of yourself or a legal entity you represent). An “Authorized User” is each an individual natural person, whether an employee, business partner, contractor, or agent of a Venue who is registered or permitted to use the Getu2sign/venue Services subject to these Terms. Users and Site Visitors may be referred to in these Terms as “you” and “your” as applicable.

The holding company for getU2sign is Digital Tuna Corporation Pty Ltd (ABN 44 151 685 871).

These Terms and Conditions were updated on **Monday, 20 July 2020**.

BY ACCESSING, USING, OR DOWNLOADING ANY MATERIALS FROM THE SITE, YOU AGREE TO FOLLOW AND BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU ARE NOT AUTHORIZED AND MUST CEASE USING THE SITE IMMEDIATELY.

1. Updates and Communications

- 1.1. We may revise these Terms or any additional terms and conditions from time to time to reflect changes in the law or to the Getu2sign/venues Services. We will post the revised terms on the Site with a “last updated” date. You agree that we shall not be liable to you or to any third party for any modification of the Terms.
- 1.2. You agree to receive all communications, agreements, and notices that we provide in connection with any Getu2sign/venues Services (“Communications”), including, but not limited to, Communications related to our delivery of the Services and your Use of the Getu2sign Services, via electronic means, including by e-mail, text, in-app notifications, or by posting them on the Site or through any Getu2sign Services. You agree that all Communications we provide to you electronically satisfy any legal requirement that such Communications be in writing or be delivered in a particular manner and you agree to keep your Account contact information current.

2. General Use and Access

- 2.1. Eligibility to Use. You represent and warrant that you are: (a) of legal age (18 years of age or older or otherwise of legal age in your resident jurisdiction) and competent to agree to these Terms.
- 2.2. You acknowledge that you are not permitted to use the Site if you cannot make these representations.
- 2.3. If you are agreeing to these Terms on behalf of an organization or entity, you represent and warrant that you are authorized to agree to these Terms on that organization or entity’s behalf and bind them to these Terms (in which case, the references to “you” and “your” in these Terms, except for in this sentence, refer to that organization or entity).
- 2.4. Limited License. Upon your acceptance of these Terms, we grant you a limited, non-exclusive and non-transferable license to access and use the Site only as expressly permitted in these Terms.
- 2.5. You shall not use or permit use of the Site for any illegal purpose or in any manner inconsistent with the provisions of these Terms. If you are or become a direct competitor of Getu2sign, you may not access or use the Getu2sign Services without Getu2sign’s explicit, advance, written consent, and then only for the purposes authorized in writing. Except as otherwise restricted by these Terms, Getu2sign grants you permission on a non-exclusive, non-transferable, limited basis to display, copy, and download content and materials on the Site provided that you: (a) retain all copyright and other proprietary notices on the content and materials; (b) use them solely for personal or internal, non-commercial use or in accordance with any applicable Subscription Plan; and (c) do not modify them in any way.

3. Intellectual Property

- 3.1. Intellectual Property. The Site contains materials that are proprietary and are protected by copyright laws, international treaty provisions, trademarks, service marks, and other intellectual property laws and treaties.
 - 3.1.1. The Site is also protected as a collective work or compilation under copyright and other laws and treaties. You agree to abide by all applicable copyright and other laws, as well as any additional copyright notices or restrictions contained on the Site. You acknowledge that the Site contains original works that have been developed, compiled, prepared, revised, selected, and arranged by Getu2sign and others through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort, and money and which constitute valuable intellectual property of Getu2sign and such others. All present and future rights in and to trade secrets, patents, designs, copyrights, trademarks, database rights, service marks, know-how, and other intellectual property or other proprietary rights of any type, Documentation, any improvements, design contributions, or derivative works thereto, and any knowledge or process related thereto, including rights in and to all applications and registrations relating to the Site, shall, as between you and GetU2sign, at all times be and remain the sole and exclusive property of GetU2sign.
 - 3.1.2. The trademarks, logos, taglines, and service marks displayed on the Site (collectively, the "Trademarks") are registered and unregistered Trademarks of GetU2sign and others. The Trademarks may not generally be used in any advertising or publicity, or otherwise to indicate Getu2sign's sponsorship of or affiliation with any product, service, event, or organization without Getu2sign's prior express written permission. Getu2sign acknowledges the Trademarks of other organizations for their respective products or services mentioned on the Site.
- 3.2. Copyright. Getu2sign respects copyright law and expects its users to do the same. If you believe that any content or material on the Site infringes copyrights you own, please notify us via support@getu2sign.com.
- 3.3. Software Use Restrictions. Software available for downloading through the Site or third-party websites or applications (the "Software") is the copyrighted work of Getu2sign and third-party providers. Use of the Software is governed by these Terms. Unauthorized reproduction or distribution of the Software is expressly prohibited by law and may result in civil and criminal penalties. Violators may be prosecuted.
- 3.4. Screening & Removal. You acknowledge and agree that Getu2sign and its designees may or may not, at Getu2sign's discretion, pre-screen User Content before its appearance on the Site or Getu2sign Services, but that Getu2sign has no obligation to do so. You further acknowledge and agree that Getu2sign reserves the right (but does not assume the obligation) in its sole discretion to reject, move, edit, or remove any User Content that is contributed to the Site or Getu2sign Services. Without limiting the foregoing, Getu2sign and its designees shall have the right to remove any User Content that violates these Terms or is otherwise objectionable in Getu2sign's sole discretion. You acknowledge and agree that Getu2sign does not verify, adopt, ratify, or sanction User Content, and you agree that you must evaluate and bear all risks associated with your use of User Content or your reliance on the accuracy, completeness, or usefulness of User Content.

4. Restrictions on Use

- 4.1. By using the Site, you specifically agree not to engage in any activity or transmit any information that, in our sole discretion:
 - a) Is illegal, or violates any federal, state, or local law or regulation;
 - b) Advocates illegal activity or discusses illegal activities with the intent to commit them;
 - c) Violates any third-party right, including, but not limited to, right of privacy, right of publicity, copyright, trademark, patent, trade secret, or any other intellectual property or proprietary rights;
 - d) Is harmful, threatening, abusive, harassing, tortious, indecent, defamatory, sexually explicit or pornographic, discriminatory, vulgar, profane, obscene, libellous, hate speech, violent or inciting violence, inflammatory, or otherwise objectionable;

- e) Interferes with any other party's use and enjoyment of the Services;
- f) Attempts to impersonate another person or entity;
- g) Is commercial in a way that violates these Terms, including but not limited to, using the Site for spam, surveys, contests, pyramid schemes, or other advertising materials;
- h) Falsely states, misrepresents, or conceals your affiliation with another person or entity;
- i) Accesses or uses the account of another user without permission;
- j) Distributes computer viruses or other code, files, or programs that interrupt, destroy, or limit the functionality of any computer software or hardware or electronic communications equipment;
- k) Interferes with, disrupts, disables, overburdens, or destroys the functionality or use of any features of the Site, or the servers or networks connected to the Site, or any of the Getu2sign Services;
- l) "Hacks" or accesses without permission our proprietary or confidential records, those of another user, or those of anyone else;
- m) Improperly solicits personal or sensitive information from other users including without limitation address, credit card or financial account information, or passwords;
- n) Decompiles, reverse engineers, disassembles, or otherwise attempts to derive source code from the Site, except as expressly permitted in these Terms or by law, unless and then only to the extent permitted by applicable law without consent;
- o) Removes, circumvents, disables, damages, or otherwise interferes with security-related features, or features that enforce limitations on use of the Site;
- p) Uses automated or manual means to violate the restrictions in any robot exclusion headers on the Site, if any, or bypasses or circumvents other measures employed to prevent or limit access, for example by engaging in practices such as "screen scraping," "database scraping," or any other activity with the purpose of obtaining lists of users or other information;
- q) Modifies, copies, scrapes or crawls, displays, distributes, publishes, licenses, sells, rents, leases, lends, transfers, or otherwise commercializes any materials or content on the Site;
- r) Uses the Services for benchmarking, or to compile information for a product or service;
- s) Downloads (other than through page caching necessary for personal use, or as otherwise expressly permitted by these Terms), distributes, posts, transmits, performs, reproduces, broadcasts, duplicates, uploads, licenses, creates derivative works from, or offers for sale any content or other information contained on or obtained from or through the Site or Getu2sign Services, by any means except as provided for in these Terms or with the prior written consent of Getu2sign; or
- t) Attempts to do any of the foregoing. If you believe content on the Site violates the above restrictions, please contact us here: support@getu2sign.com.

4.2. In addition, Users shall not, and shall not permit others to, do the following with respect to the Getu2sign Services:

- a) Use the Getu2sign Services or allow access to them in a manner that circumvents contractual usage restrictions or that exceeds authorized use or usage metrics set forth in these Terms, any applicable Subscription Plan.
- b) License, sub-license, sell, re-sell, rent, lease, transfer, distribute or time share or otherwise make any portion of the Getu2sign Services or Getu2sign's then-current technical and functional documentation for the Getu2sign Services ("Documentation") available for access by third parties except as otherwise expressly provided in these Terms; or
- c) Access or use the Getu2sign Services or Documentation for the purpose of developing or operating products or services intended to be offered to third parties in competition with the Getu2sign Services or allow access by a direct competitor of Getu2sign.

4.3. You may not frame the Site, place pop-up windows over its pages, or otherwise affect the display of its pages. You may link to the Site, provided that you acknowledge and agree that you will not link

the Site to any website containing any inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful topic, name, material, or information or that violates any intellectual property, proprietary, privacy, or publicity rights. Any violation of this provision may, in our sole discretion, result in termination of your use of and access to the Site effective immediately.

- 4.4. You acknowledge that we have no obligation to monitor your – or anyone else’s – access to or Use of the Site for violations of these Terms, or to review or edit any content. However, we have the right to do so for the purpose of operating and improving the Site (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes, analytics, and advertising), to ensure your compliance with these Terms and to comply with applicable law or the order or requirement of a court, consent decree, administrative agency or other governmental body.

5. Privacy

- 5.1. Access & Disclosure. We may access, preserve, or share any of your information when we believe in good faith that such sharing is reasonably necessary to investigate, prevent, or take action, regarding possible illegal activities or to comply with legal process (e.g. a subpoena or other legal process).
 - 5.1.1. We may also share your information in situations involving potential threats to the physical safety of any person, violations of the Getu2sign Privacy Policy or our user agreements or terms; or to respond to the claims of violation of the rights of third parties and/or to protect the rights, property and safety of Getu2sign, our employees, users, or the public. This may involve the sharing of your information with law enforcement, government agencies, courts, and/or other organizations.
- 5.2. Venues may access to their Customer visit register data, by use of a unique access code. Use or transmission of this information by the Venue (Registered User), its staff, agents, or representatives, that is not in accordance with government COVIDSafe business regulations and privacy standards, is expressly prohibited.

6. Payment

- 6.1 getU2sign COVIDSafe Venue Registration is free to Use for registered venues (Users) and their Customers. This is a community service supported by getU2sign and its holding company – Digital Tuna P/L.

7. Data

- 7.1. Data Generally. You shall be responsible for information that you provide or use in Getu2sign Services. You are solely responsible for determining the suitability of the Getu2sign Services for your personal or business or organization use and complying with any regulations, laws, or conventions applicable to the data you provide and your use of the Getu2sign Services and Site.
- 7.2. Personal Data. Getu2sign/venues requests and stores personal information that is essential to meet the legal and business requirements for provision of the Services. Personal or corporate information held by Getu2sign/venue may include but is not limited to your name, business names, physical addresses, personal and business telephone/mobile phone numbers, email addresses. If you choose not to provide certain personal information, We may not be able to provide You with the Services.

8. Data Storage and Deletion

- 8.1. Sending, Storage. During the Term getU2sign will send and store data per these Terms. However, Getu2sign may set and enforce limits for reasonable Use to prevent abusive or unduly burdensome use of Getu2sign venues services.
- 8.2. Deletion. GetU2sign may delete Venue and Customer Data, including without limitation (whether complete or not), upon the expiration of the minimum storage period.
- 8.3. Retention of Transaction Data. Getu2sign will retain Venue Customer Visit data for at least 28 days. We will delete Venue Customer Visit data, at the next operationally suitable opportunity, after the end of the minimum storage period.

9. Information and Personal Data

- 9.1. Venue Responsibilities. Getu2sign provides Registered Venues with certain features and functionalities they may elect to use, including the ability to retrieve Venue Customer Visit information from the System. The Venue is responsible for properly: (a) using and enforcing controls available in connection with getu2sign/venues (including any security controls); and (c) taking such steps, in accordance with the functionality of getU2sign, deemed adequate to maintain appropriate security and protection of Customer Data, which include controlling the management of access and use of the Venue Unique access key.
- 9.2. Venues acknowledges that getU2sign has no obligation to protect Customer Data, including Personal Data that it elects to store or transfer outside of Getu2sign/venues (e.g. to other systems, devices, offline or on-premise storage).
- 9.3. Information Security. Getu2sign will employ commercially reasonable technical and organizational measures that are designed to prevent unlawful or unauthorized access, use, alteration, or disclosure of Venue and Customer Data.

10. Customer Warranties

- 10.1. Customer hereby represents and warrants to Getu2sign that: (a) it has all requisite rights and authority to use the Getu2sign Services under these Terms and to grant all applicable rights herein; (b) it is responsible for all use of the Getu2sign/venues Services; (b) it agrees to immediately notify Getu2sign of any unauthorized use of which it becomes aware; (c) it agrees that Getu2sign will not be liable for any losses incurred as a result of a third party's use of the services, regardless of whether such use is with or without its knowledge and consent; (d) it will use the Getu2sign Services for lawful purposes only and subject to these Terms; (g) any information it submits to Getu2sign is true, accurate, and correct; and (h) it will not attempt to gain unauthorized access to the System or the Getu2sign Services, other accounts, computer systems, or networks under the control or responsibility of Getu2sign through hacking, cracking, password mining, or any other unauthorized means.

11. Confidentiality

- 11.1. Confidential Information. "Confidential Information" means (a) for Getu2sign, the Getu2sign Services and Documentation; (b) for Customer, Customer Data; (c) any other information of a party that is disclosed in writing or orally and is designated as confidential or proprietary at the time of disclosure (and, in the case of oral disclosures, summarized in writing within thirty (30) days of the initial disclosure and delivered to the Recipient), or that due to the nature of the information the Recipient would clearly understand it to be confidential information of the disclosing party; and (d) the specific terms and conditions of these Terms, and any amendment and attachment thereof, between the parties. Confidential Information shall not include any information that: (i) was or becomes generally known to the public through no fault or breach of these Terms by the Recipient; (ii) was rightfully in the Recipient's possession at the time of disclosure without restriction on use or disclosure; (iii) was independently developed by the Recipient without use of the disclosing party's Confidential Information; or (iv) was rightfully obtained by the Recipient from a third party not under a duty of confidentiality and without restriction on use or disclosure. All information provided to Getu2sign that is not Confidential Information will be treated in accordance with the Getu2sign Privacy Policy.
- 11.2. Restricted Use and Nondisclosure. During and after the Subscription Term, the party receiving Confidential Information ("Recipient") will: (a) use the Confidential Information of the other party solely for the purpose for which it is provided; (b) not disclose such Confidential Information to a third party, except on a need-to-know basis to its attorneys, auditors, consultants, and service providers who are under confidentiality obligations at least as restrictive as those contained herein; and (c) protect such Confidential Information from unauthorized use and disclosure to the same extent (but using no less than a reasonable degree of care) that it protects its own Confidential Information of a similar nature. Notwithstanding the foregoing, Customer expressly authorizes Getu2sign to use and process Customer Data as described in the Getu2sign Privacy Policy, which provides for, but is not limited to, delivering eDocuments as indicated by Customer's use of the Getu2sign Services and sharing Transaction Data with individuals who are authorized to view, approve or sign eDocuments created by Customer.

- 11.3. Required Disclosure. If getU2sign is required by law to disclose Confidential Information, GetU2sign will give prompt written notice to Venue before making the disclosure, unless prohibited from doing so by the legal or administrative process.
- 11.4. Ownership. Notwithstanding any other provision of these Terms, getU2sign acknowledges that, as between the parties, all Confidential Information it receives from Venues, including all copies thereof in Recipient's possession or control, in any media, is proprietary to and exclusively owned by Customer. Nothing in these Terms grants Getu2sign any right, title or interest in or to any of the Customer's Confidential Information. Getu2sign's incorporation of the disclosing party's Confidential Information into any of its own materials will not render Confidential Information non-confidential.

12. Term and Termination

- 12.1. Termination – Site Visitors. A Site Visitor may terminate its use of the Site at any time by ceasing further use of the Site. Getu2sign may terminate your use of the Site and deny you access to the Site in our sole discretion for any reason or no reason, including for violation of these Terms.
- 12.2. We will not be liable to You or any third-party in the event of Us acting under clause 12.1.
- 12.3. Termination – Venues. Suspension of Access to Getu2sign/venue Services. Getu2sign may suspend any use of the Getu2sign Services, remove any content or disable or terminate any Account or Authorized User that Getu2sign reasonably and in good faith believes violates these Terms.
- 12.4. Term. The period of effectiveness of these Terms ("Term"), with respect to Getu2sign Services, begins on the date the Venue accepts it (Registers online) and continues until the use of the Getu2sign Services ceases (including as a result of termination in accordance with this Section), whichever is later.
- 12.5. We reserve the right to modify, terminate, or otherwise amend features and fees associated with the Services. If You continue use of the getU2sign/venue Services after the changes have been made this will constitute your acceptance of the changes.
- 12.6. If you wish to terminate your Venue registration, you must provide notice by contacting us at support@getu2sign.com.
- 12.7. Default; Termination by GetU2sign. A Customer will be in default of these Terms if (a) it or an Authorized User associated with its Account breaches any provision of these Terms or violates any published policy applicable to the Getu2sign Services; (b) it is or becomes subject to any proceeding under the Bankruptcy Code or similar laws; or (c) if, in our sole discretion, we believe that continued use of the getU2sign Services by the Venue (or its Authorized Users) creates legal risk for getU2sign or presents a threat to the security of the Services or our Customers.
- 12.8. Effect of Termination. If these Terms expires or are terminated for any reason: (a) licenses and use rights granted to Customer with respect to the Site and Getu2sign Services and intellectual property will immediately terminate; (b) Getu2sign's obligation to provide any further services to Customer under these Terms will immediately terminate, except any such services that are expressly to be provided following expiration or termination of these Terms.

13. Warranties and Disclaimers

THE GETU2SIGN SERVICES, DOCUMENTATION, AND SITE ARE PROVIDED "AS IS" AND "AS AVAILABLE." YOUR USE OF THE GETU2SIGN/VENUE SERVICES, DOCUMENTATION, AND SITE SHALL BE AT YOUR SOLE RISK.

GETU2SIGN AND ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, SHAREHOLDERS, AGENTS, AFFILIATES, SUBSIDIARIES, AND LICENSORS ("GETU2SIGN PARTIES"): (a) MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER; (b) EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE; AND (c) DOES NOT WARRANT THAT THE GETU2SIGN/VENUE SERVICES, DOCUMENTATION, OR SITE ARE OR WILL BE ERROR-FREE, WILL MEET YOUR REQUIREMENTS, OR BE TIMELY OR SECURE. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM USE OF THE GETU2SIGN/VENUE SERVICES, DOCUMENTATION, OR SITE.

THE GETU2SIGN PARTIES MAKE NO WARRANTIES OR REPRESENTATIONS THAT GETU2SIGN/VENUE SERVICES, DOCUMENTATION, AND SITE HAVE BEEN AND WILL BE PROVIDED WITH DUE SKILL, CARE AND DILIGENCE OR ABOUT THE ACCURACY OR COMPLETENESS OF THE GETU2SIGN SERVICES, DOCUMENTATION, AND SITE CONTENT AND ASSUMES NO RESPONSIBILITY FOR ANY: (i) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (ii) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER RESULTING FROM YOUR ACCESS TO AND USE OF GETU2SIGN/VENUE SERVICES, DOCUMENTATION, AND SITE; (iii) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; (iv) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE; (v) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SITE THROUGH THE ACTIONS OF ANY THIRD PARTY; (vi) ANY LOSS OF YOUR DATA OR CONTENT FROM THE SITE; AND/OR (vii) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA GETU2SIGN SERVICES, DOCUMENTATION, AND SITE. YOU WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF GETU2SIGN TO ANY THIRD PARTY. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY AND FOR THE MINIMUM WARRANTY PERIOD ALLOWED BY THE MANDATORY APPLICABLE LAW.

THE GETU2SIGN PARTIES DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE, AND THE GETU2SIGN PARTIES WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE.

14. Indemnification

14.1. You will defend, indemnify, and hold us, our Affiliates, officers, directors, employees, suppliers, consultants, and agents harmless from any and all third-party claims, liability, damages, and costs (including, but not limited to, attorneys' fees) arising from or related to, as applicable: (a) your access to and use of the Site; (b) violation of these Terms by you or your Account Administrator(s) or Authorized Users, as applicable; (c) infringement of any intellectual property or other right of any person or entity by you; (d) the nature and content of all Customer Data processed by the Getu2sign/venue Services; or (e) any products or services purchased or obtained by you in connection with the Site.

14.2. Getu2sign retains the exclusive right to settle, compromise, and pay, without your prior consent, any and all claims or causes of action that are brought against us. We reserve the right, at your expense, 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. You agree not to settle any matter in which we are named as a defendant and/or for which you have indemnity obligations without our prior written consent. We will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

15. Limitations

15.1. Disclaimer of Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS, GETU2SIGN WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, COVER, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED UNDER THESE TERMS, INCLUDING, BUT NOT LIMITED TO, GOODWILL, WORK STOPPAGE, LOST PROFITS, OR LOSS OF BUSINESS, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH LOSSES, AND WHETHER SUCH CLAIMS ARE MADE BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY.

15.2. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE GETU2SIGN PARTIES BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY: (a) USE OF THE SITE, DOCUMENTATION, OR GETU2SIGN SERVICES; (b) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (c) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE, DOCUMENTATION, OR GETU2SIGN SERVICES; (d) ANY

UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; (e) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVERS; (f) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SITE, DOCUMENTATION, OR GETU2SIGN SERVICES BY ANY THIRD PARTY; (g) ANY LOSS OF YOUR DATA OR CONTENT FROM THE SITE, DOCUMENTATION, OR GETU2SIGN SERVICES; (h) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE, DOCUMENTATION, OR GETU2SIGN SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE GETU2SIGN PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND/OR (i) THE DISCLOSURE OF INFORMATION PURSUANT TO THESE TERMS OR OUR PRIVACY POLICY.

15.3. Cap on Damages. OUR TOTAL LIABILITY TO YOU FOR ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THESE TERMS OR TO YOUR USE OF THE SITE (INCLUDING WITHOUT LIMITATION WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY, WILL NOT EXCEED THE TOTAL AMOUNT PAID BY YOU TO GETU2SIGN FOR THE GETU2SIGN/VENUE SERVICE(S) GIVING RISE TO THE CLAIM UNDER THESE TERMS DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE FIRST EVENT GIVING RISE TO LIABILITY, OR \$100, WHICHEVER IS GREATER. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS LIMIT.

15.4. Independent Allocations of Risk. Each provision of these Terms that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages represents an agreed allocation of the risks of these Terms between the parties. This allocation is an essential element of the basis of the bargain between the parties. Each of these provisions is severable and independent of all other provisions of these Terms, and each of these provisions will apply even if the warranties in these Terms have failed of their essential purpose.

16. Jurisdiction.

16.1. Your Use of the Service and these Terms of Use are governed by the laws of the State of New South Wales in the Commonwealth of Australia and You agree to submit to the exclusive jurisdiction of the courts in NSW, Australia.

16.2. Because some states and jurisdictions do not allow limitation of liability in certain instances, portions of the above limitation may not apply to you. In that event, such exclusions and limitations shall apply to the maximum extent permitted by applicable mandatory law (and our liability shall be limited or excluded as permitted under mandatory applicable law).

17. General

17.1. Third Party Content. We may provide, or third parties may provide, links to other third-party web sites, services, or resources that are beyond our control. We make no representations as to the quality, suitability, functionality, or legality of any third-party content to which links may be provided, and you hereby waive any claim you might have against us with respect to such services. GETU2SIGN IS NOT RESPONSIBLE FOR THE CONTENT ON THE INTERNET OR WEB PAGES THAT ARE LOCATED OUTSIDE THE SITE OR POSTS OF USER CONTENT. Your correspondence or business dealings with, or participation in promotions of, advertisers or partners found on or through the Site, including payment and delivery of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such advertiser or partner. You agree that we are not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers or links to third-party web sites or resources on the Site.

17.2. Relationship. At all times, you and Getu2sign are independent contractors, and are not the agents or representatives of the other. These Terms are not intended to create a joint venture, partnership, or franchise relationship between the parties. Non-parties do not benefit from and cannot enforce these Terms. There are no third-party beneficiaries to these Terms. You must not represent to anyone that you are an agent of Getu2sign or are otherwise authorized to bind or commit Getu2sign in any way without Getu2sign's prior written authorization.

- 17.3. Assignability. You may not assign your rights or obligations under these Terms without Getu2sign's prior written consent. If consent is given, these Terms will bind your successors and assigns. Any attempt by you to transfer your rights, duties, or obligations under these Terms except as expressly provided in these Terms is void. Getu2sign may freely assign its rights, duties, and obligations under these Terms.
- 17.4. Transfer and assignment by Us. You agree and acknowledge that, if We merge, sell or otherwise change control of Our company or sell, lease, licence or otherwise transfer control of the Website to a third-party:
- (a) We may without giving notice or seeking prior consent from You, disclose Your personal information and other data we may have collected from You to the third-party; and
 - (b) We are entitled to assign the obligations and benefits of any agreements We may have with you to the third-party.
- 17.5. Notices. Except as otherwise permitted by these Terms, any notice required or permitted to be given in connection with the Getu2sign Services will be effective only if it is in writing and sent to support@getu2sign.com. Customer or Getu2sign may change its address for receipt of notice by notice to the other party in accordance with this Section. Notices are deemed given upon receipt if delivered using Getu2sign Services, or by email to support@getu2sign.com.
- 17.6. Force Majeure. Except for any payment obligations, neither you nor Getu2sign will be liable for failure to perform any obligation under these Terms to the extent such failure is caused by a force majeure event (including acts of God, natural disasters, war, civil disturbance, action by governmental entity, strike, and other causes beyond the party's reasonable control). The party affected by the force majeure event will use commercially reasonable efforts to resume performance as soon as practicable. Obligations not performed due to a force majeure event will be performed as soon as reasonably possible when the force majeure event concludes.

18. Dispute Resolution

- 18.1. Most disputes can be resolved without resort to arbitration. If you have any dispute with us, you agree that before taking any formal action you will contact us at support@getu2sign.com provide a brief, written description of the dispute and your contact information (including your Account and username). Except for intellectual property, you and Getu2sign agree to use their reasonable efforts to settle any dispute, claim, question, or disagreement directly through consultation with Getu2sign, and good faith negotiations shall be a condition to either party initiating a lawsuit or arbitration.
- 18.2. No Proceedings - A Party must not start court proceedings (except proceedings seeking interlocutory relief) in respect of a dispute arising out of this Agreement ("Dispute") unless it has complied with this Clause.
- 18.3. Notification of Dispute - A Party claiming that a Dispute has arisen must notify the other Party to the Dispute giving written details of the Dispute.
- 18.4. Best Efforts to Resolve Dispute - During the ten (10) day period after a notice is given under Clause 20.2 (or longer period unanimously agreed in writing by the Parties to the Dispute) ("Initial Period") each Party to the Dispute ("Disputant") must meet in good faith and use their best efforts to resolve the Dispute.
- 18.5. Termination of Dispute Resolution Process - After the Initial Period, a Disputant that has complied with Clause 20.3 may terminate the dispute resolution process by giving written notice to the other Disputant.
- 18.6. Breach of this Clause - If in relation to a Dispute, a Disputant breaches any provision of this Clause, the other Disputant need not comply with Clauses 20.2 to 20.8 in relation to that Dispute.
- 18.7. Appointment of Experts - Should the Parties opt for a mediation session in effort to settle the Dispute, an independent mediator may be appointed. If the Parties cannot agree on a mediator, then either Party may request that an independent practising barrister or solicitor having at least five (5) years current and continuous standing be appointed to resolve the dispute.

18.8. Variation of Process - The Disputants may agree to vary the dispute resolution procedure as outlined above if they all agree in writing.

19. Entire Terms

19.1. These Terms are the final, complete, and exclusive expression of the agreement between you and Getu2sign regarding the Getu2sign Services provided under these Terms. These Terms supersede and the parties disclaim any reliance on previous oral and written communications (including any confidentiality agreements pertaining to the Getu2sign Services under these Terms) with respect to the subject matter hereof and apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Getu2sign hereby rejects any additional or conflicting terms appearing in a purchase order or any other ordering materials submitted by Customer and conditions assent solely based on these Terms and conditions of these Terms as offered by Getu2sign. Except as explicitly permitted in these Terms, no modification or amendment of these Terms shall be effective unless it is in writing and signed by an authorized agent of the party against whom the modification or amendment is being asserted. In the event of an inconsistency or conflict, the order of precedence in descending order of control is as follows: (a) the Subscription Plan; (b) any attachments or appendix(ices) to the Service Schedule(s); (c) the Service Schedule; and (d) these Terms.

19.2. If you are a consumer, nothing in these Terms affects your rights under mandatory law and these Terms will be interpreted, construed, and enforced in all respects in compliance with mandatory consumer protection laws.

19.3. Waiver. The waiver by either you or Getu2sign of any breach of any provision of these Terms does not waive any other breach. The failure of any party to these Terms to insist on strict performance of any covenant or obligation in accordance with these Terms will not be a waiver of such party's right to demand strict compliance in the future, nor will the same be construed as a novation of these Terms.

19.4. Severability. If any part of these Terms is found to be illegal, unenforceable, or invalid, the remaining portions of these Terms will remain in full force and effect. If any material limitation or restriction on the grant of any license to you under these Terms is found to be illegal, unenforceable, or invalid, the license will immediately terminate.

19.5. How to Contact Us. If you have any questions about the Site or Terms, pricing, or other inquiries, please contact Getu2sign at support@getu2sign.com

DEFINITIONS

"Agreement" means these Terms and Conditions.

"getu2sign and getU2sign/venue" ("We", "Us", "Our") – is a trading name of the holding company Digital Tuna Corporation Pty Ltd (ABN 44 151 685 871).

"You" or "Your" means the person who uses the getu2sign Website and Services, and where the context permits, includes any entity on whose behalf that person registers to use the Service, and any person or organisations that uses the Service with or without authorisation of that person or entity, "Your" has a corresponding meaning.

"Getu2sign Venues" means the COVIDSafe Venue Registration Service, which provides online registration of Venue and Customer details to assist businesses to provide a COVIDSafe environment.

"Service" or "Services" means all information, products, resources, features, and online services made available (as may be changed or updated from time to time) by getu2sign/venues and its Website.

"System" refers to the software systems and programs, the communication and network facilities, and the hardware and equipment used by Getu2sign or its agents to provide the Getu2sign/venues service.

"Transaction Data" means the metadata associated with a Venue register (such as customer names, email addresses and other data maintained by Getu2sign in order to establish the digital audit trail required by Getu2sign venue services).

Fee” or “Fees” means a fee payable by You in accordance these Term and Conditions.

Last updated 20 July 2020