

## Info Salons Tracker Application End-User License Agreement (EULA)

The use of this software is governed by the terms and conditions below. Please read them carefully. This EULA is between Info Salons and the end user only and Info Salons is solely responsible for the Licensed Application and the contents thereof. This EULA is applicable to all the documents and documentation included in the software and to the software in part or as a whole and is subject to any other end-user agreements or other terms and conditions required for the use of the Info Salons Tracker Application, all of which are hereby made as part of this agreement. As an end user you also agree to updates and additional terms and all of Info Salons policies. You are deemed to have read, understood and accepted the terms of this EULA when you install or use the software.

This agreement is enforceable against you and any legal entity that obtained the software and on whose behalf it is used. If you do not agree to the terms of this agreement, please do not use this software.

The end user agrees to comply with applicable third party terms of agreement when using the Info Salons Tracker Application or web sites approved by Info Salons.

### 1. Parties

Info Salons is the owner of the Info Salons Tracker application. Use of the Info Salons Tracker application is subject to the end-user licence agreement (EULA) between Info Salons and you.

### 2. Info Salons Tracker Application Service

Info Salons provides a service that permits application end users to record and access data via means including, but not limited to:

- Info Salons website, [infosalonstracker.com](http://infosalonstracker.com) and other domains, from time to time, as may be operated by Info Salons
- possible wireless connections (on-site at exhibitions and conferences), and
- telephone based networks

and to review such content or data on an approved hardware device ("Device") using Info Salons proprietary Tracker Application software (or other third party software application specifically approved by Info Salons that meets the then current Info Salons specifications). In order to access or use the data collected by the Info Salons Tracker Application, the user will be required to enter an activation key for which a fee may be charged by Info Salons or a third party.

### 3. Use of the Info Salons Tracker Application

This application is available to individuals aged 18 years or older. This application is for the use on a single mobile device. The Info Salons Tracker Application may be downloaded and can be used to collect information about attendees or exhibitors, at approved exhibitions & conferences and uploaded to the [infotracker.app](http://infotracker.app) site.

To retrieve the uploaded data, the end user must have an account online at [infotracker.app](http://infotracker.app) and obtain Info Salons Tracker activation keys, for which a fee may be charged by Info Salons. Each activation key is used to access the app and the data subsequently uploaded, by one device at one event (exhibition or conference).

#### 4. Intellectual Property: Acknowledgement of ownership.

You agree that the Info Salons Tracker Application, including its graphics, user interface, content and scripts and software used to implement it, contains proprietary information and materials that are owned by Info Salons and is protected by applicable intellectual property and other laws, including but not limited to copyright, and that you will not use such proprietary information or materials in any way whatsoever except for use in compliance with the terms and conditions of this agreement. No portion of the Info Salons Tracker Application may be reproduced in any form or by any means, except as expressly permitted hereunder. You agree not to modify, rent, lease, loan, sell, distribute or create derivative works in any manner, and you shall not exploit the Info Salons Tracker Application in any unauthorised way whatsoever, including but not limited to, by trespass or burdening network capacity. The use of the software and/or the Info Salons Tracker Application, except for use as permitted in these terms and conditions is strictly prohibited and infringes in the intellectual property rights of others and may subject you to civil and criminal penalties including possible monetary damages for copyright infringement.

#### 5. Licensed Application

The application made available is licensed to you. Your license to each application that you obtain is subject to your prior acceptance of this EULA and you agree that the terms of this EULA will apply to each application that you license, unless the application is covered by a separate valid EULA entered into between you and the Licensor of the application, in which case the terms of that separate end user license agreement will govern, subject to your prior acceptance of that separate end user license agreement. Your license to the Application under this EULA is granted by Info Salons. Any license that is subject to the license granted under the EULA is referred to herein as the "Licensed Application". Licensor reserves all rights in and to the Licensed Application not expressly granted to you under this Licensed Application EULA.

a) Scope of License. This license granted to you for the Licensed Application by Licensor is limited to a non-transferable license to use the Licensed Application on any Windows 8, Apple or Android powered mobile device or other applicable product that you may own or control and as permitted by the App Store Terms and Conditions (the "Usage Rules"). This license does not allow you to use the Licensed Application on any Windows 8, Apple or Android powered mobile device or other applicable product that you do not own or control, and you may not distribute or make the Licensed Application available over a network where it could be used by multiple devices at the same time. You may not rent, lease, lend, sell, redistribute or sublicense the Licensed Application. You may not copy (except as expressly permitted by this license and the Usage Rules), decompile, reverse engineer, disassemble, attempt to derive the source of code of, modify, or create derivative works of the Licensed Application, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open sourced components included with the Licensed Application). Any attempt to do so is a violation to the rights of the Licensor and its licensors. If you breach this restriction, you may be subjected to prosecution and damages.

The terms of the license will govern any upgrades provided by Licensor that replace and/or supplement the Info Salons Tracker Application, unless such upgrade is accompanied by a separate license in which case terms and conditions of that license will govern.

b) Consent to Use of Data. You agree that the Licensor may collect and use technical data and related information, including but not limited to technical information about your device, system and application software and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to the Licensed Application. Licensor may use this information, as long as it is in a form that does not personally

identify you, to improve its products or to provide services or technologies or information to you and other end-users. Licensor will not re-sell data collected by it and, except as above set forth, shall not re-distribute such data.

c) Termination. The license to use the Licensed Application is effective until terminated by you or Licensor. Your rights under this license will terminate automatically without notice from the Licensor if you fail to comply with any term(s) of this license. Upon termination of the license, you shall cease all use of the Licensed Application, and destroy all copies, full or partial, of the Licensed Application.

d) Services: Third Party Materials. The Licensed Application may enable access to Licensor's and third party services and web sites (collectively and individually "Services"). Use of the Services may require internet access and that you accept additional terms of service. You understand that by using any of the Services, you may encounter content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit language, and that the results of any search or entering of a particular URL may automatically and unintentionally generate links or references to objectionable material. Nevertheless, you agree to use the Services at your sole risk and that the Licensor shall not have any liability to you for the content that may be found to be offensive, indecent or objectionable.

e) Disclaimer of Warranties: Limitation of Liability

You expressly acknowledge and agree that the use of the Licensed Application is at your sole risk and that the entire risk as to satisfy quality, performance, accuracy and effort is with you. To the maximum extent permitted by applicable law, the Licensed Application and any Services performed or provided by the Licensed Application ("Services") are provided "as is" and "as available", with all faults and without warrant of any kind, and Licensor hereby disclaims all warranties and conditions with respect to the Licensed Application and any Services, either express, implied or statutory, including, but not limited to, the implied warranties and/or conditions of merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy, of quiet enjoyment and non-infringement of third party rights. Licensor does not warrant against interference with your enjoyment of the Licensed Application, that the functions contained in, or services performed or provided by, the Licensed Application will meet your requirements, that the operation of the Licensed Application or Services will be uninterrupted or error-free, or that defects in the Licensed Application or Services will be corrected. No oral or written information or advice given by the Licensor or its authorised representative shall create a warranty. Should the Licensed Application or Services prove defective, you assume the entire cost of all necessary servicing, repair or correction. Some jurisdictions do not allow the exclusion of implied warranties or limitations on applicable statutory rights if a consumer, so the above exclusions and limitations may not apply to you. In the event of any failure of the Licensed Application to conform to any applicable warranty, the end user may notify Info Salons, and Info Salons may refund the purchase price, if any, for the Licensed Application to that end used and that, to the maximum extent permitted by applicable law, Info Salons will have no other warranty obligation whatsoever with respect to the Licensed Application, and any other claims, losses, liabilities, damage, costs or expenses attributable to any failure to conform to any warranty will be Info Salons responsibility.

f) Limitation of Liability. To the extent not prohibited by law, in no event shall Licensor or any third party reseller be liable for personal injury, or any incidental, special, indirect or consequential damages whatsoever, including, without limitation, damages for loss of profits, loss of data, business interruption or any other commercial damages or losses, arising out of or related to your use or inability to use the Licensed Application, however caused, regardless of the theory of liability (contract, tort or otherwise) and even if Licensor has been advised of the possibility of such damages, some jurisdictions do not allow the limitation of liability for personal injury, or of

incidental or consequential damages, so this limitation may not apply to you. In no event shall Licensor's or any third party reseller's total liability to you for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the lesser of (i) one-hundred twenty-five (\$100.00) dollars: or (ii) the amount of the fee paid by the user and received by Info Salons in connection with the Licensed Application. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

g) You have sole responsibility to purchase an activation key for the correct event, and to verify that any event information displayed on the screen of your device is the same as the event in which you may be participating as an exhibitor or otherwise. You have the sole responsibility to ensure that the badge identifier captured into the Info Salons Tracker Application is the same badge identifier printed on the attendee badge. Correct data entry is the sole responsibility of the user. Info Salons does not guarantee that the leads collected will be available in "real time" on infotracker.app. The info tracker service may be discontinued at any time. Info Salons will ensure that leads are available for a minimum of ninety (90) days following the conclusion of the event at which the end user collected the data. Use of the Licensed Application requires the user to enter an applicable activation key (for which a fee may be charged); the Info Salons Tracker App will not permit you to access any data without the use of an activation key.

h) Info Salons does not guarantee, represent or warrant that your use of the Info Salons Tracker Application will be uninterrupted or error-free, and you agree that from time to time Info Salons may remove or suspend the Info Salons Tracker Application for indefinite periods of time, or cancel the Info Salons Tracker Application at any time, without notice to you.

j) In no case shall Info Salons, its directors, officers, employees, affiliates, agents, contractors, principals, or licensors be liable for any direct, indirect, incidental, punitive, special or consequential damages arising from your use of the Info Salons Tracker Application or for any other claim related in any way to your use of the Info Salons Tracker Application, including, but not limited to, any errors or omissions in any content, or any loss or damages of any kind incurred as a result of the use of any content (or the Info Salons Tracker Application) posted, transmitted or otherwise made available via the Info Salons Tracker Application, even if advised of their possibility. Where jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, Info Salons liability shall be limited to the extent permitted by law.

k) Info Salons shall use all reasonable endeavours to protect information submitted by you in connection with the Info Salons Tracker Application, but you acknowledge and agree that your submission of such information is at your sole risk, and Info Salons hereby disclaims any and all liability to you for any loss or liability to such information in any way.

l) Info Salons does not represent or guarantee that the Info Salons Tracker Application will be free from loss, corruption, attack, viruses, interference, hacking, or other security intrusions, and Info Salons disclaims any liability relating thereto. You shall be responsible for backing up your own system, including any product purchased or obtained from Info Salons including but not limited to the Info Salons Tracker Application that is stored in your system.

## 6. Activation keys

Activation keys can only be used for the event for which they have been purchased and within the region, in which they were issued.

## 7. Device Notes and Warnings

Info Salons recommends that the devices intended to be used to run the app, have at least 2GB of free memory to help ensure optimum performance. Info Salons accepts no responsibility for the malfunction of the app or the loss of leads that may occur as a result of failing to ensure sufficient memory is available.

Info Salons strictly prohibits the use of the Infotracker app on “jailbroken” or custom ROM devices or devices unofficially modified or not supported by the manufacturer of the device. If the user chooses to run the app on a device that has been modified outside of the manufacturers specifications, they do so at their own risk. Info Salons accepts no responsibility for any loss of lead data or any other consequence of using the app on a jailbroken, custom ROM or otherwise modified device. Info Salons accepts no responsibility where devices are not using their manufacturer’s recommended operating system or for any misuse of the device.

## 8. User account and security

Users must have an account created on the infotracker.app website. Activation keys may be purchased on the site under the user’s account or may be provided by a show organiser for use with a device at an event.

To collect data on a device, an activation key must first be entered into the app.

The only method to retrieve data from infotracker.app is by logging into a user account and downloading the data from the device(s) that originally captured the data.

- Once you click on “Create Account” you need to indicate your acceptance of these terms and conditions before your payment can be accepted. You authorise Info Salons to debit the total amount from your nominated credit card. If your nominated credit card is declined by your financial institution delivery of the activation keys will not occur until such time as a transaction has been approved.
- You (the end user) are solely responsible for maintaining the confidentiality of any activation keys received to access the app and retrieve any data collected with the Info Salons Tracker Application. You may share activation keys with anyone else or allow anyone else to use one of your activation keys.
- Activation keys are single use for a single event; once entered into an app on a device they cannot be reused in any other app or any other device.
- Once you have used one or more apps, tied to the activation keys on your account, you may retrieve the data per event where data was collected from infotracker.app.
- You are entirely responsible for all activities that occur on or through your use of the Info Salons Tracker Application or infotracker.app and you agree to notify Info Salons immediately about any unauthorised use of the Info Salons Tracker App or infotracker.app or any breach of security.
- You agree that Info Salons will not be responsible for any losses incurred in connection with any misuse of activation keys and you further agree that Info Salons will have no responsibility whatsoever for your failure to comply with this paragraph. Your breach of this paragraph may result in immediate termination of your Info Salons Tracker Application.

You must not violate or attempt to violate the security of the Info Salons Tracker Application service. Accordingly, you agree not ...

- i. to access data or materials not intended for you;
- ii. log into a server which you are not authorized to access;
- iii. attempt to probe, scan or test the vulnerability of a system or network to breach security or authentication measures without proper authorization.

Violations of systems and/or network security may result in civil or criminal liability.

Info Salons reserves the right to investigate occurrences which may involve such violations and may involve law enforcement authorities in prosecuting anyone who has participated in such violations.

You agree that it is your responsibility to install anti-virus software and related protections against viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines or engines that are intended to damage, destroy, disrupt or otherwise impair a computer's functionality or operation which may be transferred to your computer by the Info Salons Tracker Application.

#### 9. Product Claims

Info Salons and the end user acknowledge that Info Salons, not any other person or other entity associated with the Licensed Application, is responsible for addressing any claims of the end user or any third party relating to the Licensed Application including, but not limited to:

- product liability claims;
- any claim that the Licensed Application fails to conform to any applicable legal or regulatory requirement; and
- claims arising under consumer protections or similar legislation.

#### 10. Waiver and Indemnity

By using the Info Salons Tracker Application and any services provided online at infotracker.app or other approved web sites, you agree to indemnify and hold Info Salons, its directors, officers, employees, affiliates, agents, contractors, and principals harmless with respect to claims arising out of your breach of this agreement, your use of the Info Salons Tracker Application, or any action taken by Info Salons as part of its investigation of a suspected violation of this agreement or as a result of its finding or decision that a violation of this agreement has occurred. This means that you cannot sue or recover any damages from Info Salons, its directors, officers, employees, affiliates, agents, contractors, and principals as a result of its decision to remove or refuse to process any information or content, to warn you, to suspend or terminate your access to the Info Salons Tracker Application or any approved Info Salons web sites, or to take any other action during the investigation of a suspected violation or as a result of Info Salons conclusion that a violation of this agreement has occurred. This waiver and indemnity provision applies to all violations described in or contemplated by this agreement.

#### 11. Alterations to the software, services or documentation

Info Salons reserves the right, at any time and from time to time, to update, revise, supplement, and otherwise modify this agreement, the Info Salons Tracker Application or any documentation and to impose new or additional terms or conditions on your use of the Info Salons Tracker Application and/or approved web sites. Such updates, revisions, supplements, modifications and additional terms and conditions will be effective immediately and forms part of this agreement. Your continued use of the Info Salons Tracker Application following this will be deemed to constitute your acceptance of any and all such additional terms. All additional terms are hereby incorporated in this agreement by this reference.

12. Developer Name and Addresses

Contact email: isa@infosalons.com.au

Any end user questions, complaints or claims should be directed to the following relevant office.

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