

TERMS AND CONDITIONS

WORKLIFE CALENDAR APP TERMS AND CONDITIONS

The agreement below sets out the terms of use of the Application (as defined below). By installing the Application you agree to be bound by these terms. Please review the terms carefully before installation and acceptance.

1. DEFINITIONS

Application shall mean the WorkLife Calendar software provided by Opanna Enterprises.

Service means any service supplied to you by Opanna Enterprises.

Terms means these terms and conditions and the related forms and web pages they reference.

Opanna Enterprises means Opanna Enterprises Pty Ltd.

2. AGREEMENT

These Terms constitute a legal agreement between you (being the end user) and Opanna Enterprises.

3. CONTENT

You acknowledge and agree that:

- a) the Application allows you to store and share your content with others. Opanna Enterprises doesn't claim ownership of your content that you store on the Application, which remains your content, which you are responsible for;
- b) when you share your content with other people, you are really giving permission for others to view your content. They may be able to, on a worldwide basis, use, save, record, reproduce, and broadcast, transmit, and display your content without compensating you. If you do not want others to have that ability, do not use the Application;
- c) Opanna Enterprises does not own, control, verify, pay for, endorse or otherwise assume any liability for your content, and cannot be held responsible for your content or the material others upload, store or share using the Application.

4. CONDITIONS OF USE

- a) You will not attempt to, nor assist, authorise or encourage others to:
 - i) make and distribute copies of the Application;
 - ii) attempt to copy, reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange or translate the Application;
 - iii) circumvent, disable or defeat any of the security features or components, such as digital rights management software or encryption, that protect, obfuscate or otherwise restrict access to any content or the Application; or
 - iv) create derivative works of the Application of any kind whatsoever.
- b) All trademarks, copyright, database rights and other intellectual property rights of any nature in the Application together with the underlying software code are owned either directly by Opanna Enterprises or by Opanna Enterprises' licensors.
- c) Subject to your compliance with these Terms, Opanna Enterprises hereby grants you a worldwide, non-exclusive, royalty-free revocable licence to use the Application for your personal use in accordance with these Terms.
- d) You agree not to use any false, inaccurate or misleading information when signing up. To protect your account, keep your account details and password confidential. You are responsible for all activity that occurs.

- e) The Application is currently made available to you free of charge for your personal, non-commercial use. Opanna Enterprises reserves the right to amend or withdraw the Application, or charge for the application or service provided to you in accordance with these Terms, at any time and for any reason.
- f) If you do not sign in to your account over a five (5) year period, Opanna Enterprises will assume your account is inactive and will close your account.
- g) Opanna Enterprises may amend these Terms at any time and without notice. Your continued use of the Application after any amendment constitutes your agreement to be bound by the amended terms and conditions.

5. SERVICE AVAILABILITY AND SUPPORT

- a) This Application is available to handheld mobile devices running Android Operating System (minimum version 4.0) or iOS Operating System (minimum version 8.0). Opanna Enterprises will use reasonable efforts to make the Application available at all times. However you acknowledge the Application is provided over the internet and mobile networks and so the quality and availability of the Application may be affected by factors outside Opanna Enterprises' reasonable control.
- b) Opanna Enterprises and its sub-contractors do not accept any responsibility whatsoever for unavailability of the Application, or any difficulty or inability to download or access content or any other communication system failure, which may result in the Application being unavailable.
- c) Opanna Enterprises will not be responsible for any support or maintenance for the Application. It is recommended that you regularly back up your content.
- d) Opanna Enterprises will send you notifications about important matters related to the Application. Notifications will be sent to the email associated with your account.

6. PRO VERSION AND FREEMIUM VERSION

- a) For a one off lifetime payment you may upgrade the Application to the "Pro Version". You therefore acknowledge and agree that by authorising the upgrade, you are authorising Opanna Enterprises to process the payment by electronic debits or fund transfers or as charges to your designated account (in the case of credit card or similar payments) (collectively, "Electronic Payments"). If any credit card or similar transaction is rejected or denied, your access to Application to revert to the "Freemium Version" and you can continue to use the Application without the advantages that the Pro Version gives you.
- b) You are responsible for the timely payment of all fees and for providing Apple/Google with a valid payment method for payment of all fees associated with the "Pro Version".
- c) The amounts payable for Service transactions are expressed inclusive of GST and each such amount includes an amount equal to the GST payable in respect of the supply to which the amount relates. If the rate of GST payable changes before the licensed Application is downloaded, the new tax rate in effect at the time of download will apply and the total amount payable will be increased or decreased so the economic benefit to Opanna Enterprises remains the same, irrespective of the change in rate of GST. No customers are eligible for tax exemptions for transactions made on the Services.
- d) Prices for products offered via the Services may change at any time, and the Services do not provide price protection or refunds in the event of a price reduction or promotional offering.
- e) If technical problems prevent or unreasonably delay delivery of your product, your exclusive and sole remedy is either replacement or refund of the price paid, as determined by Opanna Enterprises. Your statutory rights are not affected.

7. PRIVACY

Opanna Enterprises collects personal information from you in the course of providing you with access to the Application. Opanna Enterprises will store and handle all personal information (as that term is defined in the Privacy Act 1988 (Cth) provided by you in accordance with the requirements of the Privacy Act 1988 (Cth) and Opanna Enterprises' privacy policy. The privacy policy provides further information about the purposes for which information is collected and you can gain access to the information Opanna Enterprises holds about you. As the Application uses the Facebook and LinkedIn platforms, if you interact with the Application through the Facebook or LinkedIn option then Facebook's or LinkedIn's terms and conditions, guidelines and privacy policies also apply to your use of the Application. If there is a conflict between these Terms, and Facebook's and or LinkedIn's terms and conditions, guidelines and privacy policies then as between you and Opanna Enterprises, then these Terms will prevail.

8. LIMITATION OF LIABILITY

- a) In no event will Opanna Enterprises be liable for any direct, indirect, special, punitive, exemplary or consequential losses or damages of whatsoever kind arising out of your use or access to the Application, including loss of profit or the like whether or not in the contemplation of the parties, whether based on breach of contract, tort (including negligence), product liability or otherwise.
- b) Opanna Enterprises is not liable to you for any damage or alteration to your equipment including but not limited to computer equipment, handheld device or mobile telephones as a result of the installation or use of the Application.
- c) Nothing in these Terms shall exclude or limit Opanna Enterprises' liability for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation or any other liability which cannot be excluded or limited under applicable law.

9. TERMINATION

Opanna Enterprises may terminate use of the Application at any time and for any reason including, but not limited to, a breach of these Terms. Upon any termination, (a) the rights and licenses granted to you herein shall terminate; (b) you must cease all use of the software.

10. GENERAL

- a) By accessing this Application, you acknowledge and agree that any disputes in relation to the Application are to be determined by the courts of Western Australia, in accordance with the laws of Western Australia, Australia.
- b) Opanna Enterprises accepts no liability for any failure or delay in complying with these Terms where such failure or delay is due to circumstances beyond Opanna Enterprises' reasonable control.
- c) If Opanna Enterprises waives any rights available to it under these Terms on one occasion, this does not mean that those rights will be automatically waived on any other occasion. Waivers must be in written form and signed by Opanna Enterprises or its authorised representative.
- d) If any of these Terms are held to be invalid, unenforceable or illegal for any reason, the remaining terms and conditions will continue in force.