

TERMS AND CONDITIONS

1. Terms And Acceptance

- 1.1 These Terms are made between VisionHQ Pty Ltd ACN 642 805 427 (**VisionHQ, we, us, or our**) and you as a User and govern your access to and use of the Website and its Services.
- 1.2 Please read these Terms carefully before using the Website and our Services. By accessing, using or uploading content to the Website, you are agreeing to these Terms, which you acknowledge are a legally binding agreement between you and VisionHQ. If you do not agree with these Terms, you must cease using the Website immediately.
- 1.3 We may, from time to time, update these Terms in our sole and absolute discretion by posting a revised version on our Website. By continuing to use our Website and the Services, you accept any revised Terms. If you do not agree to the revised Terms, you must immediately cease using the Website and the Services.
- 1.4 If a User executes a separate agreement in respect of the Services with VisionHQ (**Services Agreement**), then the terms of that Services Agreement will prevail to the extent of any inconsistency between these Terms and the Services Agreement.

2. Users & User Accounts

- 2.1 Users who wish to access the Services must create a **User Account** with VisionHQ via the Website.
- 2.2 For each User Account, the User must nominate an Authorised User. VisionHQ may, at its sole discretion and at any time, increase or decrease the number of Authorised Users which may be associated with a particular User and User Account.
- 2.3 Until proven to the contrary, any things done in relation to a User Account, including the provision of User Data in accordance with clause 3, shall be deemed to be the voluntary and deliberate act of the Authorised User of the User Account.
- 2.4 The User is solely responsible for keeping secure and confidential the username and password associated with a User Account (**Login Details**). The User must only provide the relevant Login Details for their User Account to Authorised Users.
- 2.5 The User must immediately notify VisionHQ if it becomes aware of any security breach or unauthorised access to the User Account.
- 2.6 VisionHQ reserves the right to terminate any User Account without notice or any liability to the User for any Claim or Loss where it reasonably believes that a User's Login Details have been used by a person who is not an Authorised User.
- 2.7 When creating a User Account, the User may be required to provide personal information such as:
- (a) The User's name;
 - (b) The User's age;
 - (c) The User's phone number;
 - (d) The User's email address; and
 - (e) The User's physical and postal addresses.

(User Particulars)

- 2.8** The User may also be required to provide particulars equivalent to the User Particulars for each Authorised User.
- 2.9** Subject to the User having a User Subscription, the possession of a User Account does not entitle a User to the ongoing use of the Website or Services, and VisionHQ may temporarily limit or prevent a User's access to the Website or the Services at any time without any liability to the User for any Claim or Loss.
- 2.10** The User represents and warrants that:
- (a) the User Particulars, and any the particulars of any Authorised Users are accurate and current; and
 - (b) the User and each Authorised User are at least 18 years of age.
- 2.11** All personal information, including the User Particulars are collected in accordance with our Privacy Policy <https://visionhq.au/privacy.pdf>.
- 2.12** The acts of an Authorised User are deemed to be the acts of the User which nominated them, and a reference in these Terms to the act of a User include actions taken by their Authorised User.
- 2.13** Except where VisionHQ consents to substitute User Particulars taking the place of another User Particular's which a User has requested the deletion of, a request for deletion will result in the termination of the User's User Account.

3. User Data

- 3.1** In utilising the Website and the Services, the User may upload or otherwise provide User Data to VisionHQ (**Uploading**).
- 3.2** By Uploading, the User represents and warrants that:
- (a) the User Data is true and accurate;
 - (b) the User Data does not violate these Terms or infringe, misappropriate or violate a third party's intellectual property rights, right to privacy, or result in the violation of any applicable law or regulation or violate any agreement the User has with a third party; and
 - (c) it owns the User Data or has the requisite authority to upload the User Data and to grant VisionHQ the licence rights in the User Data contained within 3.6.
- 3.3** The User agrees to indemnify VisionHQ from any Claim and Loss which arises out of the User's breach of clause 3.2.
- 3.4** VisionHQ may, at its sole discretion, screen the User Data prior to its publication and reserves the right to reject, move, edit, or remove any User Data that is Uploaded without notice.
- 3.5** When Uploading or otherwise using the Website and Services, the User agrees to strictly only use the Website and Services for the purposes for which they were created and to strictly refrain from engaging or attempting to engage in any activity which:
- (a) is unlawful or contravenes any federal, state, or local law or regulation;
 - (b) promotes or discusses illegal activities;
 - (c) infringes upon the rights of any third-party, including but not limited to that third-party's privacy or its intellectual property or proprietary rights;

- (d) is harmful, threatening, defamatory, discriminatory, indecent or pornographic, incites violence, or is otherwise objectionable;
- (e) disrupts or interferes with another person's ability to use the Website and Services;
- (f) attempts to impersonate any individual or entity;
- (g) falsifies, misrepresents, or conceals your association with any individual or organisation;
- (h) accesses or utilises another User's User Account without their consent;
- (i) spreads computer viruses, malware or other harmful code, files, or programs designed to disrupt or damage any aspect of our Website or Services.
- (j) interferes with the functionality or features of the Website, its connected servers or networks, or any Services;
- (k) gains unauthorised access to the Website, Services, other User Accounts, our computer systems or networks, or any proprietary or confidential records belonging to us, other Users, or any third party;
- (l) decompiles, reverse engineers, disassembles, or otherwise attempts to extract the source code of the Website or Services;
- (m) removes, circumvents, disables, or otherwise interferes with security measures or restrictions designed to limit the use of the Website and Services;
- (n) uses the Services for benchmarking or gathering Information to develop a competing product or service; or
- (o) downloads, distributes, reproduces, duplicates, uploads, creates derivative works from, licenses, or sells any content or Information from the Website or Services or which would otherwise allow the User to use the Website or Services for commercial purposes without prior written approval from VisionHQ.

3.6 By Uploading User Data, the User grants VisionHQ a perpetual, non-revocable, transferable, worldwide and royalty-free license to that User Data to access, view, use, cache, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, copy, transfer, commercialise and profit from, and sublicense that User Data.

3.7 The User acknowledge and agrees that by Uploading User Data, it consents to and is otherwise aware that the ways VisionHQ will exercise the rights granted to it under by clause 3.6 include:

- (a) collecting, analysing and otherwise processing the User Data internally for its business purposes, including providing, improving and enhancing the Services, measuring product usage, and for other development, diagnostic and corrective purposes in connection with the Website, the Services and other VisionHQ activities; and
- (b) disclosing User Data to third parties in an anonymised and de-identified form and in a manner that does not identify the User.

4. Subscriptions

4.1 VisionHQ may limit some or all of the Website and the Services to Users who are **Subscribers**. VisionHQ may segregate Subscribers into different levels of access to the Website and Services, with each level of subscription offering different prices, features and options (**Subscription Plans**).

4.2 VisionHQ does not represent or warrant that any specific Subscription Plan will remain available indefinitely and reserves the right to modify the pricing, payment period, features, number of Authorised Users or any other options of any Subscription Plan at any time without prior notice.

- 4.3** To enter into a Subscription Plan, a User must provide a valid payment method, such as a credit card, to process payments against along with provide accurate and complete billing details. By submitting these billing details, the Subscriber authorises VisionHQ to charge the fees relevant to the Subscription Plan to the provided payment method. VisionHQ may suspend or terminate a Subscription Plan where the nominated payment method is invalid or VisionHQ is otherwise unable to be charged.
- 4.4** Unless specific terms are advertised at the time of subscription, or a separate Subscription Plan is offered to the User outside the ordinary terms displayed in these Terms or on the Website, then each Subscription Plan is offered on the following terms:
- (a) Subscriptions will be billed in advance on a recurring and periodic basis, which the User may nominate at the time of subscription as either a monthly or yearly basis (**Billing Cycle**).
 - (b) Unless 7 days' notice is given prior to the conclusion of a Billing Cycle, at the end of that Billing Cycle the Subscription will automatically renew for a further Billing Cycle, which will be charged against the nominated payment method previously provided.
 - (c) The Subscriber's payments are non-refundable.
 - (d) A Subscription Plan may be terminated by providing written notice to support@VisionHQ.au with details of the User Account linked to the Subscription Plan.
- 4.5** If a User's Subscription Plan is terminated for any reason, the User acknowledges and agrees:
- (a) to pay to VisionHQ any subscription fees that have accrued prior to, and remain unpaid as at, the date of termination, including those which have accrued for the Billing Cycle in which termination occurs;
 - (b) that any licenses or usage rights granted to you with respect to the Website or our Services will terminate at the end of the relevant Billing Cycle; and
 - (c) VisionHQ's obligation to provide you the access provided under the Subscription Plan will cease at the end of the relevant Billing Cycle in which termination occurs.
- 4.6** VisionHQ reserves the right to refuse any renewal of subscription if the User is not compliant in providing transparency on how the User Account is being used and the number of Authorised Users who have access to the User Account.
- 4.7** VisionHQ may terminate these Terms and any Subscription Plan immediately if the User is in breach of these Terms or any other terms which form a part of the User's Subscription Plan. If these Terms or a User's Subscription are terminated for by VisionHQ due to the User's breach of these Terms or any other terms which form a part of the User's Subscription Plan, the User shall have no Claim against VisionHQ for any Claim against or Loss suffered by a User as a result of such termination.

5. Limitation of Liability

- 5.1** VisionHQ reserves the right to, without prior notice, suspend a User Account, remove User Data, disable or terminate a User Account, or limit a User's access to the Website where VisionHQ reasonably believes that the User has violated these Terms. VisionHQ shall not be liable to the User for any Claim or Loss suffered by the User for action by VisionHQ in accordance with this clause 5.1.
- 5.2** VisionHQ cannot guarantee the security of data transmission over the internet, including during Uploading. Whilst VisionHQ strives to protect User Data, it does not warrant and cannot ensure the security of any User Data which the User Uploads to VisionHQ. Accordingly, any information which is transmitted to VisionHQ is transmitted at the User's risk. VisionHQ will take reasonable steps to preserve the security of User Data provided to it.

- 5.3** In using the Services and the Website, the User may be provided, by VisionHQ or third-parties, with links to websites which are not operated by VisionHQ or referrals to other providers of goods and services which are not operated by VisionHQ (**External Resources**). VisionHQ provides no warranties and makes no representations as to the quality, suitability, functionality, safety or legality of accessing or utilising any External Resources.
- 5.4** By accessing or otherwise interacting with an External Resource, the User agrees that it is doing so at its own risk and VisionHQ is not responsible or liable for any Loss which occurs as a result of accessing or otherwise using the External Resources and the User waives, releases and indemnifies VisionHQ from and in respect of any Claim User has or may accrue with respect to the External Resources.
- 5.5** The User agrees that it is solely responsible for the security of its User Account, and agrees that VisionHQ will not be liable for any Loss incurred or Claims which arise as a result of a third party's use of your User Account, regardless of whether the use is with or without its knowledge and consent.
- 5.6** The User's use of the Website and Services are at its own risk. To the maximum extent permitted by law, including under the Australian Consumer Law, VisionHQ:
- (a) provides no warranty, express or implied, regarding the Website or Services, including as to their fitness for a specific purpose, their performance, that they will be complete, accurate or up-to-date, or that access thereto will be uninterrupted, error-free, secure or free from viruses; and
 - (b) will not be liable for any Loss that the User suffers in connection with the User's use or misuse of the Website or Services. This includes any intentional or negligent actions or omissions, reliance on the Information or materials on the Website, or issues arising from the inaccessibility or unavailability of the Website or Services or from Information or materials being incorrect, incomplete, or outdated.
- 5.7** VisionHQ reserves the right to restrict, suspend or terminate without notice your access to the Website, the Services, or any feature of the Website or the Services at any time without notice and we will not be responsible for any Claim or Loss that may arise as a result.
- 5.8** To the extent permitted by law, the liability of VisionHQ, if any, arising out of or in connection with the supply of Services, including for negligence, is limited to a refund of the amount paid for the relevant Services.

6. Indemnity

- 6.1** The User indemnifies and releases VisionHQ and its directors, officers, employees, affiliates, agents, contractors, and licensors from any and all Claims and Loss brought against or sustained by VisionHQ, which is directly or indirectly caused by User (including both Authorised Users and unauthorised users of the User Account) for:
- (a) a breach of these Terms;
 - (b) the misuse of the Website or Services;
 - (c) any negligent or wrongful act or omission of the User, any of the User's officers, employees or agents, or the Authorised Users and unauthorised users of the User Account, in relation to the performance of its obligations under these Terms;
 - (d) Claims against or Loss suffered by third parties.
- 6.2** The User expressly acknowledges that VisionHQ does not have any control over a User's use of the Services and will at all times indemnify and keep indemnified VisionHQ from and against all Claims against and Loss suffered by VisionHQ either directly or indirectly, as a result of the User's use of the Website and Services.

7. Intellectual Property

- 7.1** To the extent necessary to permit a User with a User Account to access the Website and Services, as governed by the User's Subscription, VisionHQ grants that User a non-exclusive, revocable, non-transferable and non-sublicensable right to use the Website and Services on the terms and conditions set out in this Terms and, where applicable, as expressly authorised by us and/or our third-party licensors.
- 7.2** Nothing in these Terms shall operate to transfer ownership rights in the Website, Services or and any of VisionHQ's intellectual property, hardware, software, or any parts thereof.
- 7.3** Unless otherwise indicated, we own or license from third parties all rights, title and interest, including Intellectual Property Rights, all property on the Website and associated with the Services.
- 7.4** If these Terms or a User's Subscription are terminated for any reason, the licence granted in accordance with clause 7.1 is terminated and a User shall have no Claim against VisionHQ for any Claim against or Loss suffered by a User as a result of such termination.

8. Maintenance and disruption reporting

- 8.1** VisionHQ shall be entitled to disrupt and interrupt the availability of the Website and Services for maintenance purposes and as a result of other technical requirements. As far as possible, maintenance work shall be carried out outside ordinary business hours on Monday to Friday. If a maintenance task will result in an interruption of the use of the Services of more than two (2) hours within ordinary business hours, VisionHQ shall announce this maintenance work via e-mail or a notification on its Website.
- 8.2** If you encounter disruptions to the availability or functionality of the Website or Services, you can report the issue, along with the browser used, version of the browser and a description of the steps necessary to reproduce the disruption by email to: support@VisionHQ.au.
- 8.3** A User shall have no Claim against VisionHQ for any Claim against or Loss suffered by a User as a result of the Website and Services being unavailable due to maintenance purposes.

9. General

9.1 JURISDICTION

These Terms are governed by and construed in accordance with Australian law. You irrevocably submit to the non-exclusive jurisdiction of the courts of Queensland, Australia, and any court that may hear appeals from any of those courts for determining any dispute concerning these Terms and waive any right you may have to claim that those courts are an inconvenient forum.

9.2 Severability

If any provision or part of a provision of these Terms is found to be invalid, unenforceable or in conflict with the law, that part or provision is to be read down or severed to the extent necessary without affecting the validity or enforceability of the remaining provisions which will continue in full force and effect.

9.3 No waiver

- 9.4** No waiver of rights under these Terms or any of our policies, or agreement between VisionHQ and a User's shall constitute a subsequent waiver of that or any other right. Any failure or delay on our part to enforce any right or provision of these Terms will not constitute a waiver of any future right of enforcement of that right or provision.

9.5 Assignment

The User agrees that we may assign, transfer, sub-contract or otherwise deal with our rights or obligations under these Terms.

10. INTERPRETATION

10.1 In these Terms, the emboldened words below have the following meanings:

- (a) **Authorised User** means:
 - (i) in the case of a User which is a natural person — that person; or
 - (ii) in the case of a User which is a corporate entity or other type of juridical person — jointly and severally, the employees, business partners, contracts or agents of that User who are registered or permitted to or otherwise do use the Services.
- (b) **Claim** includes any demand, debt, claim, application, remedy, suit, action, proceeding, Loss, requisition, objection, right of indemnity whatsoever arising under common law, in equity or under any statute, whether known or unknown and whether present, future or contingent.
- (c) **Information** means all information, in any form or media whatsoever (including oral, visual, machine readable and written form) and includes representations, statements, and all other documents.
- (d) **Intellectual Property Rights** means all present and future intellectual property rights, conferred by statute, common law, equity or any corresponding law or in relation to copyright, patents, trademarks, moral rights, design rights, trade secrets, domain names, know-how and other rights of a similar nature, whether registerable or not and whether registered or not, and any application for registration or rights to make such an application.
- (e) **Loss** means any loss, cost (including legal costs, deductibles or increased premiums), charge, fine, tax, penalty, damage, harm, liability or other expense of any nature whatsoever.
- (f) **Services** means the provision of data accessible from the Website, including information which is output from VisionHQ's Software-as-a-Service (SaaS) solutions powered by artificial intelligence to automatically collect data for various applications, including but not limited to, AI-driven artificial intelligence powered road monitoring systems, waste contamination detection and street waste detection.
- (g) **Subscriber** means a User with a User Account which has purchased and maintains an active subscription to the Services in accordance with clause 4.
- (h) **Terms** means these terms and conditions.
- (i) **User** means a person who is accessing the Website for any reason, including for the use of the Services.
- (j) **User Data** means any Information, including but not limited to images and videos, that a User provides to VisionHQ through the Website.
- (k) **Website** means the website located at <https://www.visionhq.au/> and its subpages.

10.2 In these Terms, unless the contrary intention appears:

- (a) Words importing any gender will include every gender; words importing the singular will include the plural and words importing the plural will include the singular; references to writing will include typing, email and all other means of reproducing words in a visible form; references to "**months**" will mean calendar months and references to any time will be to Australian Eastern Standard Time.

- (b) A reference to AUD, amounts of money, dollars, \$ or similar expressions is a reference to the lawful currency of Australia.
- (c) 'Include', 'includes' and 'including' are not words of limitation and are to be read as if immediately followed by the words 'but not limited to' (or such similar phrase to be grammatically correct in the circumstance).
- (d) Where pursuant to these Terms the day on or by which any act, matter or thing is to be done is a Saturday, Sunday or a public holiday, such act, matter or thing may be done on the next succeeding day which is not a Saturday, Sunday or public holiday in Brisbane.

11. Contact

If you have any questions about these Terms, please contact us at: support@VisionHQ.au.