

PromPony End User License Agreement

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5. For example purposes, and without limiting Dancor Pty Ltd's rights to take action against You, You may not:
 - a. create, use, share and/or publish by any means in relation to the App any material (text, words, images, etc.) which would breach of a duty of confidentiality, infringe any intellectual property right or an individual's right to privacy or which would incite the committing of an unlawful act (in particular, piracy, cracking or circulation of counterfeit software);
 - b. modify, distort, block, abnormally burden, disrupt, slow down and/or hinder the normal functioning of all or part of the App, or their accessibility to other users, or the functioning of the partner networks of the App, or attempt to do any of the above;

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- c. transmit or propagate any virus, trojan horse, worm, bomb, corrupted file and/or similar destructive device or corrupted data in relation to the App, and/or organise, participate in or be involved in any way in an attack on Dancor Pty Ltd's servers and/or the App and/or those of its service providers and partners;
- d. create, supply or use alternative methods of using the App, for example server emulators;
- e. transmitting or communicating any material or content which, in the sole and exclusive discretion of Dancor Pty Ltd, is believed or deemed offensive, including, but not limited to, language that is harmful, threatening, unlawful, abusive, harassing, defamatory, disparaging, obscene, sexually explicit, or racially, ethnically, or otherwise objectionable;
- f. harassing or threatening any other users in the App;
- g. make inappropriate use of the help service or the claim buttons or send untruthful reports to members of Dancor Pty Ltd's personnel;
- h. falsely claim to be an employee or representative of Dancor Pty Ltd or its partners and/or agents;
- i. falsely claim an endorsement in connection with the App or with Dancor Pty Ltd.

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- 1. All title, ownership rights and intellectual property rights in and to the App (including, without limitation, all text, graphics, music or sounds, all messages or items of information, fictional characters, names, themes, objects, scenery, costumes, effects, dialogues, slogans, places, characters, diagrams, concepts, choreographies, videos, audio-visual effects, domain names and any other elements which are part of the App, individually or in combination) and any and all copies thereof are owned by Dancor Pty Ltd or its licensors. the App is protected by national and international laws, copyright treaties and conventions and other laws. This Product may contain certain licensed materials and, in that event, Dancor Pty Ltd's licensors may protect their rights in the event of any violation of this Agreement. Any reproduction or representation of these licensed materials in any way and for any reason is prohibited without Dancor Pty Ltd's prior permission and, if applicable, Dancor Pty Ltd's licensors' and representatives'. Except as expressly set forth in this EULA, all rights not granted hereunder to You are expressly reserved by Dancor Pty Ltd.
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 - b. its suitability for a particular use;
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 - e. your satisfaction. Dancor Pty Ltd does not warrant that the App will be uninterrupted or error-free, that defects will be corrected, or that the App is free of viruses or other harmful components. You assume all responsibility for selecting the App to achieve your intended results, and for the installation of, use of, and results obtained from the App.
- 2. To the fullest extent permissible under applicable law, in no event will Dancor Pty Ltd, Dancor Pty Ltd's licensors, channel partners and associated service providers be liable for loss or damage suffered in connection with the use of the App or any related third-party service.
 - a. This includes without limitation
 - i. all losses of any kind, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation (whether innocent or negligent) or otherwise,
 - ii. direct loss;

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- iii. accidental loss,
 - iv. incidental loss,
 - v. consequential loss, and
 - vi. indirect loss.
3. Notwithstanding the aforementioned limitations of liability, your sole remedy in the event of a dispute with Dancor Pty Ltd or its licensors, channel partners and associated service providers is to cease to use the App; and if applicable, seek damages for your losses. For any product purchased for use on a device that would not meet the applicable legal warranties, Dancor Pty Ltd's liability is limited to the refund (directly or indirectly through its channel partners or associated service providers) of the purchase price of the App. In no event Dancor Pty Ltd, its affiliates, licensors, channel partners and associated service providers be liable for damages in excess of any amount you have paid to Dancor Pty Ltd for the App during the twelve (12) months immediately prior to the time your cause of action arose.
4. Nothing in this section shall affect Dancor Pty Ltd's liability for death or personal injury arising from Dancor Pty Ltd's negligence, for fraud or fraudulent misrepresentation, nor any other liability which cannot be excluded or limited under applicable law.
5. For purposes of this section Dancor Pty Ltd's licensors, channel partners and associated service providers are third party beneficiaries to the limitations of liability specified herein and they may enforce this EULA against you.
- 4. Indemnity**
1. You are solely responsible for any damage caused to Dancor Pty Ltd, its licensors, channel partners and associated service providers and subcontractors, other users of the App or any other individual or legal entity as a result of Your violation of this EULA.
2. You hereby agree to defend, indemnify and keep indemnified Dancor Pty Ltd and its affiliates, their licensors, channel partners and associated service providers and their subcontractors against any claim or alleged claims, liabilities, losses damages and all costs (including lawyers' fees), directly or indirectly attributable to your fault and/or resulting from
- a. a violation of any provision of this EULA or
 - b. your use or misuse of the App. Dancor Pty Ltd reserves the right to take sole responsibility, at its own expense, for conducting the defence of any claim for which You agreed to indemnify Dancor Pty Ltd. The provisions of this Section shall remain in force after termination of this EULA.
- 5. Termination**
- The EULA is effective from the earlier of the date You purchase, download or use the App or Services, until terminated according to its terms. You and Dancor Pty Ltd may terminate this EULA, at any time, for any reason. Termination by Dancor Pty Ltd will be effective upon a) notice to You or b) termination of Your Dancor Pty Ltd / PromPony Account (if any) or c) at the time of Dancor Pty Ltd's decision to discontinue offering and/or supporting the App. This EULA will terminate automatically if You fail to comply with any of the terms and conditions of this EULA. Upon termination for any reason, You must immediately uninstall the App and destroy all copies of the App in Your possession or on your devices.
- 6. Changes To This EULA Or To the App.**
1. Dancor Pty Ltd reserves the right, in its sole and absolute discretion, to revise, update, change, modify, add to, supplement, or delete certain terms of this EULA for security, legal, best practice or regulatory reasons. Such changes will be effective with or, as applicable, without prior notice to You. You are responsible for checking this EULA periodically for changes. If any future changes to this EULA are unacceptable to You or cause You to no longer be in agreement or compliance with this EULA, You may terminate this EULA in accordance with this Agreement and must immediately uninstall the App and destroy all copies of the App. Your continued use of the App following any revision to this EULA constitutes Your complete and irrevocable acceptance of any and all such changes.

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2. Dancor Pty Ltd may modify the App for any reason or without any specific reason, at any time and at its entire discretion, in particular for technical reasons such as updates, maintenance operations and/or resets to improve and/or optimize the App. You agree that the App may install or download the modifications automatically. You agree that Dancor Pty Ltd may stop to support previous versions of the App upon availability of an updated version. Dancor Pty Ltd's channel partners and associated service providers shall have no obligation to furnish any maintenance or customer support with respect to the App. Dancor Pty Ltd also reserves the right to amend the Rules of Conduct set out to place limits on the use of the App.

7. **No Waiver**

In the event that any party to this EULA fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

8. **Previous Terms and Conditions**

In the event of any conflict between this EULA and any prior versions thereof, the provisions of this EULA shall prevail unless it is expressly stated otherwise.

9. **Law and Jurisdiction**

This EULA and the relationship between you and Dancor Pty Ltd shall be governed by and construed in accordance with the Law of Australia and Dancor Pty Ltd and you agree to submit to the exclusive jurisdiction of the Courts of Australia.