



TERMS AND CONDITIONS AND PRIVACY POLICY

These Terms were last updated: [2021-04-07].

These Terms and Conditions of Service ("**Terms**") constitute a legally binding agreement ("**Agreement**") between you and Iknowa (as defined below) governing your access to and use of the Iknowa App ("**App**") and any other interfaces through which we make the App available. Our Privacy Policy, also applies to your use of the App.

The term 'Iknowa' or 'us' or 'our' or 'we' refers to Iknowa Pty Ltd ABN 63 637 006 734, who is the owner of the App.

For Businesses (as defined below) using the App, the applicable use of the App is incorporated by reference into this Agreement in Part I where the term 'you' or 'your' refers to the Business.

For Users (as defined below) using the App, the applicable use of the App is incorporated by reference into this Agreement in Part II where the term 'you' or 'your' refers to the User.

By continuing to use the App, both Users and Businesses agree with the Terms and the Privacy Policy in connection with their respective use of the App.

If a User or Business does not agree with any of these Terms, it must not use the App.

PART I TERMS AND CONDITIONS FOR BUSINESSES

1 Conditions for Businesses

1.1 Application by Businesses

The App enables registered restaurants, bars, cafés and other eatery businesses ("**Businesses**") to advertise their products and services on the App, from time to time.

1.2 Availability of App

Due to the nature of the Internet, Iknowa cannot guarantee the continuous and uninterrupted availability and accessibility of the App supplied to you online where the services are supplied over communication links and other networks. While we will do our best to make sure the online information services are available, we are not responsible if the links or networks are unavailable at any time, and we do not guarantee that services supplied online will be continuously available.

Iknowa may restrict the availability of the App or certain areas or features thereof, if this is necessary in view of capacity limits, the security or integrity of our servers, or to carry out maintenance measures that ensure the proper or improved functioning of the App. Iknowa may improve, enhance and modify the App and introduce new features from time to time at its sole discretion.



1.3 Business Advertisements Requirements

When using the App to advertise their products or services, a Business must:

- (a) only advertise itself by the name that appears on the signage at the Business' premises;
- (b) advertise the address of the Business in the following format:

[Name of business], [shop or plot number or floor number], [name of building (if any)], [street/road name], [suburb], [State], [postcode];
- (c) clearly state the Business' opening hours;
- (d) supply photographs to be used to advertise the Business on the App and these photographs must:
 - (i) not show any people in the photographs;
 - (ii) not provide any information able to identify an individual person;
 - (iii) be photographs taken of the Business, and not stock photos;
 - (iv) not prominently display logos or social media handles;
- (e) warrant that it has the authorisation of the copyright owner of any photographs used to advertise the Business on the App and authorisation to use those photographs in that context;
- (f) provide clear photographs of an up-to-date menu that contains prices of dishes

(collectively, the "**Business Content**").

1.4 Business Account Obligations

- (a) Accurate and correct information

You must provide accurate, current and complete information during the registration process and keep your Account and information up-to-date at all times.
- (b) Multiple Business Accounts

You may not register more than one Business account ("**Iknowa Business Account**") unless Iknowa authorises you to do so. You may not assign or otherwise transfer your Iknowa Business Account to another party.
- (c) Confidentiality responsibilities

You are responsible for maintaining the confidentiality and security of your Iknowa Business Account credentials and may not disclose your credentials to any third party. You must immediately notify Iknowa if you know or have any reason to suspect that your credentials have been lost, stolen, misappropriated, or otherwise compromised or in case of any



actual or suspected unauthorised use of your Iknowa Business Account. You are liable for any and all activities conducted through your Iknowa Business Account, unless such activities are not authorised by you and you are not otherwise negligent (such as failing to report the unauthorised use or loss of your credentials).

1.5 Iknowa's right to verify identity of Businesses

If we choose to conduct identity verification or background checks on any Business, to the extent permitted by applicable law, we disclaim warranties of any kind, either express or implied, that such checks will identify prior misconduct by a Business or guarantee that a Business will not engage in misconduct in the future.

2 Use of the App by Businesses

2.1 Legal Capacity

You must be at least 18 years old and able to enter into legally binding contracts to access and use the App and register an Account. By accessing or using the App you represent and warrant that you are 18 or older and have the legal capacity and authority to enter into this Agreement.

2.2 Use of App

Iknowa may make access to and use of the App, or certain areas or features of the App, subject to certain conditions or requirements, such as completing a verification process, meeting specific quality or eligibility criteria, purchase history, or other factors.

2.3 No Responsibility for Business Identity

User verification on the Internet is difficult and we do not assume any responsibility for the confirmation of any Business's identity. Notwithstanding the above, for transparency and fraud prevention purposes, and as permitted by applicable laws, we may, but have no obligation to:

- ask Businesses to provide a form of identification or other information or undertake additional checks designed to help verify the identities or backgrounds of Businesses;
- screen Businesses against third party databases or other sources and request reports from service providers; and
- where we have sufficient information to identify a Business, obtain reports from public records of criminal convictions (if available).

2.4 Additional Terms and Conditions

Access to or use of certain areas and features of the App may be subject to separate policies, standards or guidelines, or may require that you accept additional terms and conditions. If there is a conflict between these Terms and terms and conditions applicable to a specific area or feature of the App, the later terms and conditions will take precedence with respect to your access to or use of that area or feature, unless specified otherwise.



2.5 Agreement to Apple's Licence Agreement

If you access or download the Application from the Apple App Store, you must agree to Apple's Licensed Application End User License Agreement.

2.6 Agreement to Google's Licence Agreement

If you access or download the Application from Google Play, you must agree to Google Play's Terms of Service.

3 Modification of these Terms

3.1 Modification to Terms

Iknowa reserves the right, at any time and from time to time, to modify these Terms in accordance with this clause. If we make changes to these Terms, we will post the revised Terms on the App and update the "Last Updated" date at the top of these Terms. You should periodically review these Terms on the App at each time you purchase an Information Service. We will not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the App.

3.2 Your Right of Termination

If you disagree with the revised Terms, you may terminate this Agreement with immediate effect. If you do not terminate your Agreement after the revised Terms become effective, your continued access to or use of the App will constitute acceptance of the revised Terms.

4 Account Registration

4.1 Business Registration of Account

You must provide certain information to open an account ("**Account**") to access and use certain features of the App, such as advertising. If you are opening an Account for a company or other legal entity, you represent and warrant that you have the authority to legally bind that entity and grant us all permissions and licenses provided in these Terms.

4.2 Business's Obligation to Provide Accurate Information

You must provide accurate, current and complete information during the registration process and keep your Account and information up-to-date at all times.

4.3 Multiple Business Accounts

You may not register more than one Account unless Iknowa authorises you to do so. You may not assign or otherwise transfer your Account to another party.

4.4 Business Responsible for Confidentiality

You are responsible for maintaining the confidentiality and security of your Account credentials and may not disclose your credentials to any third party. You must immediately notify Iknowa if you know or have any reason to suspect that your credentials have been lost, stolen, misappropriated, or otherwise compromised or in case of any actual or suspected unauthorised use of your Account. You are liable



for any and all activities conducted through your Account, unless such activities are not authorised by you and you are not otherwise negligent (such as failing to report the unauthorised use or loss of your credentials).

4.5 Authorisation of Other Businesses

Iknowa may enable features that allow you to authorise other Businesses or certain third parties to take certain actions that affect your Account. These features do not require that you share your credentials with any other person. No third party is authorised by Iknowa to ask for your credentials, and you shall not request the credentials of another Business.

5 Content and Intellectual Property

5.1 Content Control

Iknowa may, at its sole discretion, enable Businesses to access and view any content that Iknowa itself makes available on or through the App, including proprietary Iknowa content and any content licensed or authorised for use by or through Iknowa from a third party ("**Iknowa Content**" and together with the Business Content).

5.2 Intellectual Property Rights in the App and Iknowa Content

The App and the Iknowa Content may in its entirety or in part be protected by copyright, trademark, and/or other laws of Australia and other countries. You acknowledge and agree that the App and the Iknowa Content, including all associated intellectual property rights, are the exclusive property of Iknowa and all Third-Party Content is the property of those third-parties.

You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the App or the Iknowa Content.

All trademarks, service marks, logos, trade names, and any other source identifiers of Iknowa used on or in connection with the App and the Iknowa Content are trademarks or registered trademarks of Iknowa in Australia and other countries.

Trademarks, service marks, logos, trade names and any other proprietary designations of third parties used on or in connection with the App, the Iknowa Content and/or the Third-Party Content are used for identification purposes only and may be the property of their respective owners.

You must not otherwise modify, copy, reproduce, republish, frame, upload to a third-party, communicate to the public, transmit or distribute in any way any of the material on the App, including audio and video excerpts, except as expressly provided in these terms of use, or as permitted by the *Copyright Act 1968* (Cth).

5.3 Moral Rights Waiver in Business Content

You, to the maximum extent permitted by law, waive all the Business' (or where necessary, will procure that other persons waive) Moral Rights (as that term is defined in the *Copyright Act 1968* (Cth) in the Business Content and irrevocably consent (or where necessary, will procure that other persons provide their



irrevocable consent) to Iknowa using the Business Content on the App in any way Iknowa sees fit.

5.4 Licensing of Business Content to Iknowa

By agreeing to use the App, a Business grants Iknowa a non-exclusive, non-revocable, royalty free licence to make available to the public the Business Content by publishing it on the App and using the Business Content on the App in any way Iknowa sees fit.

Iknowa reserves the right to take down the Business Content if a Business with an account on the App (“**Iknowa Business Account**”) breaches clauses 1.4 and 6.1 of these Terms.

5.5 Licensing of Business Content to Users

By advertising its business on the App, a Business grants people who are registered to use the App (“**Users**”) a non-exclusive, non-sublicensable, revocable, non-transferable licence to:

- share the Business Content subject to the Creative Commons Licence CC BY-NC-ND 4.0; and
- access and view any Business Content made available on or through the App and accessible to Users, solely for a User’s personal and non-commercial use.

5.6 Use of Iknowa Content

You can only use the Iknowa Content in connection with the Business Content with Iknowa’s express written permission.

You are prohibited from using the Iknowa Content for any commercial purpose, other than any purpose authorised in writing by Iknowa. You must not re-sell, re-package or otherwise re-use the Iknowa Content in any other way.

We have copyright in the compilation of the information we use to supply Iknowa Content and the App.

We have developed information technology, software and documentation that we may use to provide the App and the Iknowa Content or Third-Party Content on the App to you, and we have copyright and other rights in those items. You agree that you will not copy them, modify them, adapt them, reverse engineer them or infect them with viruses.

5.7 Use of Third-Party Content

If the Business wishes to use the Third-Party Content available on the App, the Business must obtain the written consent of the third-party that owns that Third-Party Content for the use of its content. Iknowa’s placement of Third-Party Content on the App does not amount to permission on behalf of the third-party for the Business to use the Third-Party Content.

Iknowa will not be liable for any inaccuracies, false information or errors in the Third-Party Content.



6 Prohibited Activities

6.1 Businesses' Responsibilities and Obligations

You are solely responsible for compliance with any and all laws, rules and regulations, that may apply to your use of the App. In connection with your use of the App, you will not and will not assist or enable others to:

- breach or circumvent any applicable laws or regulations, agreements with third-parties, third-party rights, or our Terms and policies;
- use the App or content made available on the App from third parties ("**Third-Party Content**") or Business Content for any commercial or other purposes that are not expressly permitted by these Terms or in a manner that falsely implies Iknowa's endorsement, partnership or otherwise misleads others as to your affiliation with Iknowa;
- copy, store or otherwise access or use any information, including personally identifiable information about any User, contained on the App in any way that is inconsistent with Iknowa's Privacy Policy or these Terms or that otherwise violates the privacy rights of Users or third- parties;
- use the App in connection with the distribution of unsolicited commercial messages ("spam");
- use, display, mirror or frame the App or Third-Party Content, or any individual element within the App, Iknowa's name, any Iknowa trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page in the App, without Iknowa's express written consent;
- dilute, tarnish or otherwise harm the Iknowa brand in any way, including through unauthorised use of content created and owned by Iknowa (the "**Iknowa Content**"), registering and/or using Iknowa or derivative terms in domain names, trade names, trademarks or other source identifiers, or registering and/or using domains names, trade names, trademarks or other source identifiers that closely imitate or are confusingly similar to Iknowa domains, trademarks, taglines, promotional campaigns or Iknowa Content or that of any third-party;
- use any robots, spider, crawler, scraper or other automated means or processes to access, collect data or other content from or otherwise interact with the App for any purpose;
- avoid, bypass, remove, deactivate, impair, descramble, or otherwise attempt to circumvent any technological measure implemented by Iknowa or any of Iknowa's providers or any other third party to protect the App;
- attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the App;
- take any action that damages or adversely affects, or could damage or adversely affect the performance or proper functioning of the App; or



- violate or infringe anyone else's rights or otherwise cause harm or loss to anyone.

7 Disclaimers

7.1 Assumption of Risk

The content provided on the App is for informational purposes only and is not to be taken as an endorsement by Iknowa of that information. This includes the Business Content that Iknowa permits you to place on the App.

If you choose to use the App, you do so voluntarily and at your sole risk. The App and Iknowa Content are provided "as is", without warranty of any kind, either express or implied.

When we provide the App, Iknowa Content and Third-Party Content to you, we may rely on information provided to us by others. By making Business Content available on the App and registering for an Iknowa Business Account you understand that we do not independently check all information supplied to us, or the compilation of information by our systems, and that information may become out of date.

7.2 Adequate Opportunity to Investigate

You agree that you have had whatever opportunity you deem necessary to investigate Iknowa's Content, laws, rules, or regulations that may be applicable to the Iknowa Content and your Business Content and that you are not relying upon any statement of law or fact made by Iknowa relating to the App or the content made available through it.

You understand that you are responsible for the accuracy of the Business Content that you place on the App, and for the decisions that you make, regardless of whether you base them on the information we supply.

7.3 Iknowa not liable for User's breach

Neither Iknowa nor any of its affiliates and subsidiaries, and their officers, directors, employees and agents will be liable for any incidental, special, exemplary or consequential damages, including lost profits, loss of data or loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or products, or for any damages for personal or bodily injury or emotional distress arising out of or in connection with:

- a User's breach of the licence granted by you in relation to the Business Content under clause 5.5;
- a User's breach of these Terms;

whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not Iknowa has been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed of its essential purpose.



7.4 Release

You agree to release and hold harmless Iknowa from all incidental, special, exemplary or consequential damages, including lost profits, loss of data or loss of goodwill, service interruption, computer damage or system failure or for any damages for personal or bodily injury or emotional distress that arise in any way from:

- a User's breach of the licence granted by you in relation to the Business Content under clause 5.5;
- a User's breach of these Terms;
- these Terms and Iknowa's Privacy Policy; or
- from the use of or inability to use the App.

The foregoing disclaimers apply to the maximum extent permitted by law. You may have other statutory rights. However, the duration of statutorily required warranties, if any, shall be limited to the maximum extent permitted by law.

8 Liability

8.1 Risk

You acknowledge and agree that, to the maximum extent permitted by law, the entire risk arising out of your access to and use of the App remains with you.

8.2 No Liability by Iknowa

Neither Iknowa nor any other party involved in creating, producing, or delivering the App or Third-Party Content will be liable for any incidental, special, exemplary or consequential damages, including lost profits, loss of data or loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or products, or for any damages for personal or bodily injury or emotional distress arising out of or in connection with:

- these Terms and Iknowa's Privacy Policy;
- from the use of or inability to use the App

whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not Iknowa has been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed of its essential purpose.

8.3 Limitation of Liability

In no event will Iknowa's aggregate liability arising out of or in connection with these Terms and your use of the App including, or from the inability to use the App and in connection with any information made available on the App, exceed one hundred Australian dollars (AUD\$100).

The limitations of damages set forth above are fundamental elements of the basis of the bargain between you and Iknowa.



8.4 Third Party Liability

To the maximum extent permitted by law, Iknowa has no liability to you or anyone else for any loss or damage of any kind (however caused, including by negligence) arising from or relating in any way to the use of App or any of the content, even if Iknowa has been advised of the possibility of such loss or damage, or such loss or damage was reasonably foreseeable.

This includes, but is not limited to, the transmission of any electronically transmitted viruses or anything else (such as worms or Trojan horses) that may interfere with or damage the operations of your phone or tablet systems.

Iknowa will not be liable to you for any indirect, incidental, special or consequential loss arising from or relating in any way to your use of the App or accessing Iknowa Content or Third-Party Content, including loss of business profits.

9 Release and Indemnity

You agree to release, indemnify, and hold Iknowa and its affiliates and subsidiaries, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with:

- any information Users, Iknowa or Third-Parties give you that is not accurate, up to date or complete or is otherwise misleading;
- any misuse of the App or the information, including non-compliance by Users with the [Attribution-Non-Commercial-NoDerivs \(CC BY-NC-ND 4.0\)](#) licence in using the App or Business Content;
- your breach of this Agreement, these Terms, the Iknowa Privacy Policy or our other policies;
- your improper use of the App or any of the Iknowa Content or Third-Party Content;
- your use of the App, including without limitation any injuries, losses or damages (whether compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of such use; or
- your breach of any laws, regulations or third-party rights.

10 Dispute Resolution

10.1 Condition Precedent

Subject to clause 10.3, as a condition precedent to the commencement of any litigation, if a dispute arises between you and Iknowa, you agree to refer the dispute to mediation administered by the Australian Commercial Disputes Centre (ACDC).

10.2 Mediation

The mediation must be conducted in accordance with the ACDC Guidelines for Commercial Mediation (**Guidelines**) in force at the date of these Terms. The Guidelines set out the procedures to be adopted, the process of selection of the mediator and the costs involved, including the parties' respective responsibilities



for the payment of the mediator's costs and other costs of the mediation. Annexed at Schedule 1 of the Guidelines is the ACDC Mediation Appointment Agreement which is expressly incorporated in the Guidelines. The Guidelines, including the ACDC Mediation Appointment Agreement, are incorporated in this Agreement.

10.3 Injunction

At any time, nothing in this clause shall prevent you or Iknowa from seeking urgent equitable relief before an appropriate court.

11 Applicable Law and Jurisdiction

This Agreement is made and governed by the law of Queensland, Australia.

By advertising your Business on the App, you agree to irrevocably submit to the exclusive jurisdiction of the courts of Queensland and waive any objection to the venue of any legal process on the basis that the process has been brought in any inconvenient forum.

12 General Provisions

12.1 Entire Understanding

Except as they may be supplemented by additional terms and conditions, policies, guidelines or standards, these Terms and the Privacy Policy constitute the entire Agreement between Iknowa and you pertaining to the subject matter hereof, and supersede any and all prior oral or written understandings or agreements between Iknowa and you in relation to the access to and use of the App.

12.2 Relationship

No joint venture, partnership, employment, or agency relationship exists between you and Iknowa as a result of this Agreement or your use of the App.

12.3 No Third-Party Remedies

These Terms do not and are not intended to confer any rights or remedies upon any person other than the parties to this Agreement.

12.4 Severability

If any provision of these Terms is held to be invalid or unenforceable, the remainder of this Agreement subsists and remains enforceable.

12.5 Exercise of Remedies

Iknowa's failure to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise permitted under law.

12.6 Assignment

You may not assign, transfer or delegate this Agreement and your rights and obligations hereunder without Iknowa's prior written consent. Iknowa may without



restriction assign, transfer or delegate this Agreement and any rights and obligations hereunder, at its sole discretion, with 30 days prior notice. Your right to terminate this Agreement at any time remains unaffected.

12.7 Notice

Unless specified otherwise, any notices or other communications to Businesses permitted or required under this Agreement, will be in writing and given by Iknowa via email, App notification, or messaging service (including SMS).

12.8 Questions

If you have any questions about these Terms, please email us at legal@iknowa.com.au

13 Term and Termination, Suspension and other Measures

13.1 Term of Agreement

This Agreement shall be effective for a 30-day term, at the end of which it will automatically and continuously renew for subsequent 30-day terms until such time when you or Iknowa terminate the Agreement in accordance with this provision.

13.2 Termination by Business

You may terminate this Agreement at any time by sending us an email. If you cancel your Iknowa Business Account, you will lose access to the App and all Business Content placed by you on the App may be removed by Iknowa at its sole discretion.

13.3 Termination by Iknowa

Without limiting our rights specified below, Iknowa may terminate this Agreement for convenience at any time by giving you thirty (30) days' notice via email to your registered email address.

Iknowa may immediately, without notice terminate this Agreement if:

- you have materially breached your obligations under these Terms, the Iknowa Privacy Policy or other policies;
- you have violated applicable laws, regulations or third-party rights; or
- Iknowa believes in good faith that such action is reasonably necessary to protect the personal safety or property of Iknowa, its Users, or third-parties (for example in the case of fraudulent behaviour of a user).

13.4 Additional Actions

(a) If a Business:

- fails to comply with applicable law, or the order or request of a court, law enforcement or other administrative agency or governmental body; or



- has breached these Terms, the Iknowa Privacy Policy, or our other policies, applicable laws, regulations, or third-party rights; or
- has provided inaccurate, fraudulent, outdated or incomplete information during the Iknowa Business Account registration or thereafter; or
- Iknowa believes in good faith that such action is reasonably necessary to protect the personal safety or property of Iknowa, Users, or third-parties, or to prevent fraud or other illegal activity:

Iknowa may take any of the following measures:

- limit a Business' access to or use of the App;
- temporarily or permanently revoke any special status associated with its Iknowa Business Account; or
- temporarily or, in case of severe or repeated offences, permanently suspend your Iknowa Business Account.

In case of non-material breaches and where appropriate, you will be given notice of any intended measure by Iknowa and an opportunity to resolve the issue to Iknowa's reasonable satisfaction.

13.5 Effects of Termination

When this Agreement has been terminated, you are not entitled to a restoration of your Iknowa Business Account. If your access to or use of the App has been limited or your Iknowa Business Account has been suspended or this Agreement has been terminated by us, you may not register a new Iknowa Business Account.

If you or we terminate this Agreement, clauses 1.4, 2.2, 5.2, 5.3, 5.4, 5.5, 5.6, 5.7, 6.1, 7, 8, 9, 10, 11, 12, 13.4 and 13.5 of these Terms survive termination of the Agreement and continue to apply and will remain in effect in respect of an Iknowa Business Account.

PART II TERMS AND CONDITIONS FOR USERS

14 Conditions for Users

14.1 App for Users

The App enables Users to access content published by any Businesses on the App from time to time. The content may be comprised of offers, deals, menus and other information concerning Businesses on the App and may be varied from time to time.

The content on the App is only intended to be used for informational purposes.

14.2 Availability of App

Iknowa may restrict the availability of the App or certain areas or features thereof, if this is necessary in view of capacity limits, the security or integrity of our servers, or to carry out maintenance measures that ensure the proper or improved



functioning of the App. Iknowa may improve, enhance and modify the App and introduce new information and content from time to time at its sole discretion.

14.3 Links to Business' and Third-Party Information and Services

The App may contain links to Businesses' or third-party websites or resources ("Business or Third-Party Information Services"). Such Business and Third-Party Information Services may be subject to different terms and conditions and privacy practices. Iknowa is not responsible or liable for the availability or accuracy of such Business or Third-Party Information Services, or the content, services, or products available from such Business or Third-Party Information Services. Links to such Business or Third-Party Information Services are not an endorsement by Iknowa of such Business or Third-Party Information Services.

14.4 Users' Iknowa App Account Obligations

(a) Accurate and correct information

You must provide accurate, current and complete information during the registration process and keep your Iknowa App Account and information up-to-date at all times.

(b) Multiple User Accounts

You may not register more than one Iknowa App Account unless Iknowa authorises you to do so. You may not assign or otherwise transfer your Iknowa App Account to another party.

(c) Confidentiality responsibilities

You are responsible for maintaining the confidentiality and security of your Iknowa App Account credentials and may not disclose your credentials to any third party. You must immediately notify Iknowa if you know or have any reason to suspect that your credentials have been lost, stolen, misappropriated, or otherwise compromised or in case of any actual or suspected unauthorised use of your Iknowa App Account. You are liable for any and all activities conducted through your Iknowa App Account, unless such activities are not authorised by you and you are not otherwise negligent (such as failing to report the unauthorised use or loss of your credentials).

15 Use of the App by Users

15.1 Legal capacity and User Identity

You must be at least 18 years old and able to enter into legally binding contracts to access and use the App and register an Iknowa account for the App ("**Iknowa App Account**"). By accessing or using the App you represent and warrant that you are 18 or older and have the legal capacity and authority to enter into this Agreement.

By accessing or using the App you represent and warrant that you are located in Australia and are accessing the App in Australia.



User verification on the Internet is difficult and we do not assume any responsibility for the confirmation of any App user's identity.

15.2 Use of App by Iknowa

Iknowa may make access to and use of the App, or certain areas or features of the App, subject to certain conditions or requirements, such as completing a verification process, meeting specific quality or eligibility criteria, purchase history, or other factors.

15.3 Additional Terms and Conditions

Access to or use of certain areas and features of the App may be subject to separate policies, standards or guidelines, or may require that you accept additional terms and conditions. If there is a conflict between these Terms and terms and conditions applicable to a specific area or feature of the App, the later terms and conditions will take precedence with respect to your access to or use of that area or feature, unless specified otherwise.

15.4 Agreement to Apple's Licence Agreement

If you access or downloads the App from the Apple App Store, you must agree to [Apple's Licensed Application End User License Agreement](#).

15.5 Agreement to Google's Licence Agreement

If you access or download the Application from Google Play, you must agree to [Google Play's Terms of Service](#).

16 Modification of these Terms

16.1 Modification to Terms

Iknowa reserves the right, at any time and from time to time, to modify these Terms and our Privacy Policy in accordance with this clause. If we make changes to these Terms and/or our Privacy Policy, we will post the revised Terms and/or Privacy Policy on the App and update the "Last Updated" date at the top of these Terms. You should periodically review these Terms on the App. We will not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the App.

16.2 Your Right of Termination

If you disagree with the revised Terms, you may terminate this Agreement with immediate effect. If you do not terminate your Agreement after the revised Terms or Privacy Policy become effective, your continued access to or use of the App will constitute acceptance of the revised Terms and Privacy Policy.

17 Account Registration

17.1 User Registration of Account

You must provide certain information to open an Iknowa App Account to access and use the App.



If you are opening an Iknowa App Account for a company or other legal entity, you represent and warrant that you have the authority to legally bind that entity and grant us all permissions and licenses provided in these Terms.

17.2 User's Obligation to Provide Accurate Information

You must provide accurate, current and complete information during the registration process and keep your Iknowa App Account and information up-to-date at all times.

17.3 Multiple User Accounts

You may not register more than one Iknowa App Account unless Iknowa authorises you to do so. You may not assign or otherwise transfer your Iknowa App Account to another party.

17.4 User Responsible for Confidentiality

You are responsible for maintaining the confidentiality and security of your Iknowa App Account credentials and may not disclose your credentials to any third party. You must immediately notify Iknowa if you know or have any reason to suspect that your credentials have been lost, stolen, misappropriated, or otherwise compromised or in case of any actual or suspected unauthorised use of your Iknowa App Account. You are liable for any and all activities conducted through your Iknowa App Account, unless such activities are not authorised by you and you are not otherwise negligent (such as failing to report the unauthorised use or loss of your credentials).

18 Content and Intellectual Property

18.1 Content Control

Iknowa may, at its sole discretion, enable Users to access and view any content that Iknowa makes available on or through the App, including:

- (a) Proprietary content created by Iknowa ("**Iknowa Content**");
- (b) any content licensed or authorised for use by or through Iknowa from a third party ("**Third-Party Content**"); and
- (c) Business Content.

Iknowa reserves the right to change the Business Content, Iknowa Content and Third-Party Content on the App at any time without prior notice.

18.2 Intellectual Property Rights in the App and Iknowa Content

The App and the Iknowa Content may in its entirety or in part be protected by copyright, trademark, and/or other laws of Australia and other countries. You acknowledge and agree that the App and the Iknowa Content, including all associated intellectual property rights, are the exclusive property of Iknowa and all Third-Party Content is the property of the relevant authorising third-party.



You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the App or the Iknowa Content.

All trademarks, service marks, logos, trade names, and any other source identifiers of Iknowa used on or in connection with the App and The Iknowa Content are trademarks or registered trademarks of Iknowa in Australia and other countries.

Trademarks, service marks, logos, trade names and any other proprietary designations of third parties or Businesses used on or in connection with the App, the Iknowa Content, the Third-Party Content and/or Business Content Business Content are used for identification purposes only and may be the property of their respective owners.

You must not otherwise modify, copy, reproduce, republish, frame, upload to a third party, communicate to the public, transmit or distribute in any way any of the material on the App, including audio and video excerpts, except as expressly provided in these terms of use, or as permitted by the *Copyright Act 1968* (Cth).

18.3 Moral Rights Wavier in User-Generated Content

You, to the maximum extent permitted by law, waive all your (or where necessary, will procure that other persons waive) Moral Rights (as that term is defined in the *Copyright Act 1968* (Cth) in any posts, comments, reviews or other material you put up on the App using your Iknowa App Account (“**User-generated Content**”) and irrevocably consent (or where necessary, will procure that other persons provide their irrevocable consent) to Iknowa using the User-generated Content on the App in any way Iknowa sees fit.

18.4 Use of App and Business Content

You will not use, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the App or Business Content, except to the extent as expressly permitted in these Terms.

No licences or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Iknowa or its licensors, except for the licenses and rights expressly granted in these Terms.

18.5 Grant of Licence by Iknowa

Subject to your compliance with these Terms, Iknowa grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable licence to:

- share content from the App subject to the Creative Commons Licence CC BY-NC-ND 4.0; and
- access and view any Iknowa Content made available on or through the App and accessible to you, solely for your personal and non-commercial use.

18.6 Your Use of the Iknowa Content and Business Content

You can only use the information we supply you for your own personal use and for the purpose that we supply them for. You must not re-sell, re-package or otherwise re-use our information in any other way.



The Business Content on the App is only provided for informational purposes.

You agree that you will not reproduce, modify or adapt the Iknowa Content and/or the Business Content and information in any other way.

We have copyright in the compilation of the information we use to supply our information services to you, and the Iknowa Content we supply to you when you use the App.

We have developed information technology, software and documentation that we may use to provide the App and the content on the App to you, and we have copyright and other rights in those items. You agree that you will not copy them, modify them, adapt them, reverse engineer them or infect them with viruses.

Subject to any additional terms described hereunder, all content accessible on the App is made available under the <https://creativecommons.org/licenses/by-nc-nd/4.0/>. You agree to use the App in compliance with the [Attribution-NonCommercial-NoDerivs \(CC BY-NC-ND 4.0\)](#) licence and must comply with its terms and conditions.

19 Prohibited Activities

19.1 Users' Responsibilities and Obligations

You are solely responsible for compliance with any and all laws, rules and regulations, that may apply to your use of the App. In connection with your use of the App, you will not and will not assist or enable others to:

- breach or circumvent any applicable laws or regulations, agreements with third-parties, third-party rights, or our Terms, the Iknowa Privacy Policy and other policies;
- use the App or Iknowa Content, Business Content or Third-Party Content for any commercial or other purposes that are not expressly permitted by these Terms or in a manner that falsely implies Iknowa's endorsement, partnership or otherwise misleads others as to your affiliation with Iknowa;
- copy, store or otherwise access or use any information, including personally identifiable information about any other user, contained on the App in any way that is inconsistent with Iknowa's Privacy Policy or these Terms or that otherwise violates the privacy rights of users or third parties;
- use the App in connection with the distribution of unsolicited commercial messages ("spam");
- use, display, mirror or frame the App or Iknowa Content, Business Content or Third-Party Content, or any individual element within the App, Iknowa's name, any Iknowa trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page in the App, without Iknowa's express written consent;
- dilute, tarnish or otherwise harm the Iknowa brand in any way, including through unauthorised use of Iknowa Content, registering and/or using Iknowa or derivative terms in domain names, trade names, trademarks or other source identifiers, or registering and/or using domains names, trade



names, trademarks or other source identifiers that closely imitate or are confusingly similar to Iknowa domains, trademarks, taglines, promotional campaigns or Iknowa Content;

- use any robots, spider, crawler, scraper or other automated means or processes to access, collect data or other content from or otherwise interact with the App for any purpose;
- avoid, bypass, remove, deactivate, impair, descramble, or otherwise attempt to circumvent any technological measure implemented by Iknowa or any of Iknowa's providers or any other third party to protect the App;
- attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the App;
- take any action that damages or adversely affects, or could damage or adversely affect the performance or proper functioning of the App; or
- violate or infringe anyone else's rights or otherwise cause harm or loss to anyone.

20 Disclaimers

20.1 Assumption of Risk

The content provided on the App is for informational purposes only and is not to be taken as an endorsement by Iknowa of that information.

If you choose to use the App, you do so voluntarily and at your sole risk. The App and Business Content, Iknowa Content, Third-Party Content are provided "as is", without warranty of any kind, either express or implied.

When we provide the Iknowa Content, Third-Party Content and Business Content to you, we may rely on information provided to us by others. By making an Iknowa App Account and using the App you understand that we do not independently check all information supplied to us, or the compilation of information by our systems, and that information may become out of date.

20.2 Adequate Opportunity to Investigate

You agree that you have had whatever opportunity you deem necessary to investigate Iknowa's Content and Business Content, laws, rules, or regulations that may be applicable to the Iknowa Content and Business Content or Third-Party Content you are receiving and that you are not relying upon any statement of law or fact made by Iknowa relating to the App or the content made available through it.

You understand that you are responsible for assessing the value of the information we provide you, and for the decisions that you make, regardless of whether you base them on the information we supply.

20.3 Iknowa not liable for Businesses' or Third-Party's breach

You agree to release and hold harmless Iknowa from all incidental, special, exemplary or consequential damages, including lost profits, loss of data or loss of



goodwill, service interruption, computer damage or system failure or for any damages for personal or bodily injury or emotional distress that arise in any way from:

- a Business' breach of these Terms;
- accessing Third-Party Content on the App;
- these Terms and Iknowa's Privacy Policy; or
- from the use of or inability to use the App.

The foregoing disclaimers apply to the maximum extent permitted by law. You may have other statutory rights. However, the duration of statutorily required warranties, if any, shall be limited to the maximum extent permitted by law.

20.4 Release

You agree to release and hold harmless Iknowa from all liabilities and claims that arise in any way from any injury, death, loss or harm that occurs to you arising from the use of the App.

The foregoing disclaimers apply to the maximum extent permitted by law. You may have other statutory rights. However, the duration of statutorily required warranties, if any, shall be limited to the maximum extent permitted by law.

21 Liability

21.1 Risk

You acknowledge and agree that, to the maximum extent permitted by law, the entire risk arising out of your access to and use of the App remains with you.

21.2 No Liability by Iknowa

Neither Iknowa nor any other party involved in creating, producing, or delivering the App or Third-Party Content or Business Content will be liable for any incidental, special, exemplary or consequential damages, including lost profits, loss of data or loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or products, or for any damages for personal or bodily injury or emotional distress arising out of or in connection with:

- these Terms and the Iknowa Privacy Policy;
- from the use of or inability to use the App its contents

whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not Iknowa has been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed of its essential purpose.

21.3 Limitation of Liability

In no event will Iknowa's aggregate liability arising out of or in connection with these Terms and your use of the App including, or from the inability to use the App,



Iknowa Content, Third-Party Content or Business Content and in connection with any information made available on the App, exceed one hundred Australian dollars (AUD\$100).

The limitations of damages set forth above are fundamental elements of the basis of the bargain between you and Iknowa.

21.4 Third Party Liability

To the maximum extent permitted by law, Iknowa has no liability to you or anyone else for any loss or damage of any kind (however caused, including by negligence) arising from or relating in any way to the use of App or any of the content, even if Iknowa has been advised of the possibility of such loss or damage, or such loss or damage was reasonably foreseeable.

This includes, but is not limited to, the transmission of any electronically transmitted viruses or anything else (such as worms or Trojan horses) that may interfere with or damage the operations of your phone or tablet systems.

Iknowa will not be liable to you for any indirect, incidental, special or consequential loss arising from or relating in any way to your use of the App or accessing Business Content or Third-Party Content or Iknowa Content, including loss of business profits.

22 Release and Indemnity

You agree to release, indemnify, and hold Iknowa and its affiliates and subsidiaries, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with:

- any information you give us that is not accurate, up to date or complete or is otherwise misleading;
- any misuse of the App or the information we supply you, including non-compliance with the [Attribution-Non-Commercial-NoDerivs \(CC BY-NC-ND 4.0\)](#) licence in using the App;
- your breach of this Agreement, these Terms, the Iknowa Privacy Policy or our other policies;
- your improper use of the App or any of the Iknowa Content, Business Content or Third-Party Content;
- your use of the App, including without limitation any injuries, losses or damages (whether compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of such use; or
- your breach of any laws, regulations or third-party rights.

23 Dispute Resolution

23.1 Condition Precedent



Subject to clause 23.3, as a condition precedent to the commencement of any litigation, if a dispute arises between you and Iknowa, you agree to refer the dispute to mediation administered by the Australian Commercial Disputes Centre (**ACDC**).

23.2 Mediation

The mediation must be conducted in accordance with the ACDC Guidelines for Commercial Mediation (**Guidelines**) in force at the date of this Agreement. The Guidelines set out the procedures to be adopted, the process of selection of the mediator and the costs involved, including the parties' respective responsibilities for the payment of the mediator's costs and other costs of the mediation. Annexed at Schedule 1 of the Guidelines is the ACDC Mediation Appointment Agreement which is expressly incorporated in the Guidelines. The Guidelines, including the ACDC Mediation Appointment Agreement, are incorporated in this Agreement.

23.3 Injunction

At any time, nothing in this clause shall prevent either Iknowa or you from seeking urgent equitable relief before an appropriate court.

24 Applicable Law and Jurisdiction

This Agreement is made and governed by the law of Queensland, Australia.

Each party irrevocably submits to the exclusive jurisdiction of the courts of Queensland and waives any objection to the venue of any legal process on the basis that the process has been brought in any inconvenient forum.

25 General Provisions

25.1 Entire Understanding

Except as they may be supplemented by additional terms and conditions, policies, guidelines or standards, these Terms and the Iknowa Privacy Policy constitute the entire Agreement between Iknowa and you pertaining to the subject matter hereof, and supersede any and all prior oral or written understandings or agreements between Iknowa and you in relation to the access to and use of the App.

25.2 Relationship

No joint venture, partnership, employment, or agency relationship exists between you and Iknowa as a result of this Agreement or your use of the App.

25.3 No Third-Party Remedies

These Terms do not and are not intended to confer any rights or remedies upon any person other than the parties to this Agreement.

25.4 Severability

If any provision of these Terms is held to be invalid or unenforceable, the remainder of this Agreement subsists and remains enforceable.

25.5 Exercise of Remedies



Iknowa's failure to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise permitted under law.

25.6 Assignment

You may not assign, transfer or delegate this Agreement and your rights and obligations hereunder without Iknowa's prior written consent. Iknowa may without restriction assign, transfer or delegate this Agreement and any rights and obligations hereunder, at its sole discretion, with thirty (30) days prior notice. Your right to terminate this Agreement at any time remains unaffected.

25.7 Notice

Unless specified otherwise, any notices or other communications to users permitted or required under this Agreement, will be in writing and given by Iknowa via email, App notification, or messaging service (including SMS).

25.8 Questions

If you have any questions about these Terms, please email us at legal@iknowa.com.au

26 Term and Termination, Suspension and other Measures

26.1 Term of Agreement

This Agreement shall be effective for a 30-day term, at the end of which it will automatically and continuously renew for subsequent 30-day terms until such time when you or Iknowa terminate the Agreement in accordance with this provision.

26.2 Termination by User

You may terminate this Agreement at any time by sending us an email. If you cancel your Iknowa App Account, you will lose access to the App and all content on the App.

26.3 Termination by Iknowa

Without limiting our rights specified below, Iknowa may terminate this Agreement for convenience at any time by giving you thirty (30) days' notice via email to your registered email address.

Iknowa may immediately, without notice terminate this Agreement if:

- you have materially breached your obligations under these Terms, the Iknowa Privacy Policy or other policies;
- you have violated applicable laws, regulations or third-party rights; or
- Iknowa believes in good faith that such action is reasonably necessary to protect the personal safety or property of Iknowa, its users, or third parties (for example in the case of fraudulent behaviour of a user).



26.4 Additional Actions

If you:

- fail to comply with applicable law, or the order or request of a court, law enforcement or other administrative agency or governmental body; or
- have breached these Terms, the Iknowa Privacy Policy, or our other policies, applicable laws, regulations, or third-party rights; or
- have provided inaccurate, fraudulent, outdated or incomplete information during the Iknowa App Account registration or thereafter; or
- Iknowa believes in good faith that such action is reasonably necessary to protect the personal safety or property of Iknowa, its Users, or third parties, or to prevent fraud or other illegal activity:

Iknowa may take any of the following measures:

- limit your access to or use of the App;
- temporarily or permanently revoke any special status associated with your Iknowa App Account; or
- temporarily, or in case of severe or repeated offences, permanently suspend your Iknowa App Account.

In case of non-material breaches and where appropriate, you will be given notice of any intended measure by Iknowa and an opportunity to resolve the issue to Iknowa's reasonable satisfaction.

26.5 Effects of Termination

When this Agreement has been terminated, you are not entitled to a restoration of your Iknowa App Account. If your access to or use of the App has been limited or your Iknowa App Account has been suspended or this Agreement has been terminated by us, you may not register a new Iknowa App Account or access and use the App through an Iknowa App Account of another user.

If you or we terminate this Agreement, clauses 14.4, 18.2, 18.3, 18.4, 18.6, 19.1, 20, 21, 22, 23, 24, 25, 26.4 and 26.5 of these Terms survive termination of the Agreement and will remain in effect.

27 Feedback

We welcome and encourage you to provide feedback, comments and suggestions for improvements to the App ("**Feedback** "). You may submit Feedback by emailing us at legal@iknowa.com.au or by other means of communication. Any Feedback you submit to us will be considered non-confidential and non-proprietary to you. By submitting Feedback to us, you grant us a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use and publish those ideas and materials for any purpose, without compensation to you.



PRIVACY POLICY

This Privacy Policy was last updated: [date when Privacy Policy last updated]

28 Our commitment to your privacy

The privacy of individuals, including our staff and our users, is of utmost importance to Iknowa. This includes information or opinions about you that we collect and record which reasonably could be used to identify you. We adhere to the Australian Privacy Principles and the *Privacy Act 1988* (Cth).

This document sets out Iknowa's policies for managing personal information across our business operations in Australia. The details of our Privacy Officer, are as follows:

legal@iknowa.com.au

29 Application of this Privacy Policy

This Privacy Policy applies to the App. It does not apply to those websites that have their own online privacy statements.

Not all the information described in the Privacy Policy is 'Personal Information' under the Privacy Act - some of the Online Information Iknowa collects does not identify you (for example, some information we collect using cookies or information that is aggregated or de-identified).

The Iknowa App is not intended for children under 18 years of age. Iknowa does not knowingly solicit data online from, or communicate online to, children under 18 years of age.

Iknowa reserves the right to change this Privacy Policy. We recommend that you check the current version of the Privacy Policy available from time to time. If Iknowa makes changes to this Privacy Policy, the date at the top of this Privacy Policy will be updated.

You acknowledge that for the purposes of this Privacy Policy, Iknowa is the Data Controller for Personal Data which may be stored. When using the payment services, you will also be providing your information, including personal information, to one or more Payments entities, which will also be the Data Controller (the "**Payments Data Controller**") of your information related to the Payment Services, and one or more payment entities are the Data Processors in respect of any Personal Data.

30 Types of Personal Information Iknowa Collects

When you use the App, we generally collect your name, age, physical address, email address, telephone number and other contact details. If you use the App to book a table at a Business, some additional information such as a dietary preference may also be collected.

We generally do not collect sensitive information (such as relating to ethnic origin, religious or philosophical beliefs, membership of a political or trade association, sexual preferences or health), and would not do so without your consent.

Iknowa does not collect information in a way that is unfair or unlawful. The collection of information will not intrude unreasonably on the personal affairs of the individual concerned. We may gather Online Information if you:

- use the App;



- receive or reply to electronic communications from us;
- view or click on our ads or other online content; and
- interact with us through social media websites and other websites and apps.

31 Why Iknowa Collects Personal Information

Generally, we collect, hold, update and use personal information about you related to our functions and activities so we can establish, manage and administer the products and services provided by us, and to comply with legal and regulatory obligations. We also use, store, and process information about you to provide, understand, improve, and develop the App, and to create and maintain a trusted and safer environment. We may also use and disclose your information for purposes related to those mentioned above, including:

- to provide requested services to you, and bill you for our services and collect overdue payments;
- to enable you to access and use the App and enable you to communicate with other users and the Businesses on our App;
- to operate, protect, improve and optimize the App and your experience, such as by performing analytics and conducting research;
- to personalize or otherwise customize your experience by, among other things, ranking search results or showing ads based on your search, history, and preferences;
- to enable you to access and use the payment and delivery services;
- to provide customer service;
- to send you service or support messages, such as updates, security alerts, and account notifications;
- for our research and development of new products and services;
- for training, quality control and verification purposes (including monitoring and recording your telephone conversations with us from time to time);
- to communicate our promotional materials to a User;
- for record keeping, data analytics and auditing;
- to detect and prevent fraud, spam, abuse, security incidents, and other harmful activity;
- to conduct investigations and risk assessments;
- to verify or authenticate information or identifications provided by you (such as to verify your address or compare your identification photo to another photo you provide);
- to conduct checks against databases and other information sources;



- to resolve any disputes with any of our users and enforce our agreements with third parties;
- to enforce our terms of service, payment terms, and other policies; and
- to meet our legal obligations.

32 How Iknowa Collects Information

Generally, we collect personal information directly from you, in response to our direct e-mails, forms that you complete and submit to us, or when you have other dealings with us. We may collect that information over the internet, and when you write to us.

We may also collect personal information through third parties such as:

- a third-party business that provides commercial financial information;
- market research organisations;
- persons authorised by you (such as lawyers or accountants); and
- publicly available sources of information.

We only collect your information from external sources if it is impractical to collect it directly from you, or when we are permitted to do so.

We (and our Service Providers) also collect information through Cookies and Similar Technologies. Most Cookies and Similar Technologies will only collect De-Identified Information such as how you arrived at our App or your general location. However, certain Cookies and Similar Technologies do collect Personal Information. For example, if you click Remember Me when you log in to our App, a cookie will store your username.

We (and our Service Providers) may collect information using Cookies and Similar Technologies about:

- the device you use to access our App (for example, we may collect information about the operating system or the browser version and the type of computer or mobile device);
- the IP Address and information related to that IP Address (such as domain information, your internet provider and general geographic location);
- browsing history on our App (such as what you search for, the pages you view, how long you stay, and how often you come back);
- how you search for our App, and from which website or app you came from;
- which ads or online content from us you view, access, or click on;
- whether you open our electronic communications and which parts you click on (for example, which links you use); and
- the location of your mobile device (for example, to help prevent fraud or when you register to receive location-based content on the App).



We (and our Service Providers) may also collect information made publicly available through third-party platforms (such as online social media platforms), through online databases or directories, or that is otherwise legitimately obtained.

33 What happens if a User does not provide information that has been requested?

It is your choice whether you provide personal information or not. However, if you don't provide your personal information, we might be unable to provide you a full experience of the App or be able to identify you to protect you against fraud.

34 How Iknowa stores information

We store personal information in a combination of secure computer storage and other record formats. We have taken a number of steps to protect the personal information we hold from misuse, loss and unauthorised access, modification or disclosure. We use generally accepted technology and security so that we are satisfied that your information is transmitted safely to us through the internet or other electronic means.

We will take reasonable steps to securely destroy or permanently de-identify personal information when we no longer need it.

We are continuously implementing and updating administrative, technical, and physical security measures to help protect your information against unauthorised access, loss, destruction, or alteration. However, the internet and mobile devices are not a 100% secure environment, so we can't guarantee the security of the transmission or storage of your information.

35 When we may disclose your personal information

By continuing to use the App, a User agrees and consents to the use, disclosure and storage of your personal information under this policy.

Generally, we may disclose personal information about a User in the following circumstances:

- to comply with our legal obligations (we notify a User any time we are required to produce information in this way unless we are prohibited by court order or law or there is suspicion of fraud and/or criminal activity);
- where we suspect that unlawful activity has been or may be engaged in and the personal information is a necessary part of our investigation or reporting of the matter;
- where we are satisfied on reasonable grounds that disclosure is necessary to lessen or prevent a serious threat to the life, health, safety or welfare of an individual or to public health, safety or welfare;
- the disclosure is necessary for research or the compilation or analysis of statistics in the public interest, but does not involve the publication of the personal information in a form which would identify an individual;
- anyone authorised by a User or to whom a User has provided their consent (either expressly or impliedly).

36 Sharing User Information With Their Consent

We may share your information at your direction or as described at the time of sharing, such



as when you authorise a third-party application or website to access your Iknowa App Account or Iknowa Business Account.

37 Service Providers

We use a variety of third-party service providers to help us provide services related to the App. Service providers will be located inside Australia. For example, service providers may help us:

- (a) verify or authenticate your identification;
- (b) check information against public databases;
- (c) assist us with background checks, fraud prevention, and risk assessment;
or
- (d) provide customer service, advertising, or payments services.

These providers have limited access to your information to perform these tasks on our behalf and are contractually obligated to use it consistent with this Privacy Policy.

37.2 Safety and Compliance with Law

Iknowa may disclose your information to courts, law enforcement or governmental authorities, or authorised third parties, if and to the extent we are required to do so by law or if such disclosure is reasonably necessary:

- (a) to comply with legal process and to respond to claims asserted against Iknowa;
- (b) to respond to verified requests relating to a criminal investigation or alleged or suspected illegal activity or any other activity that may expose us, you, or any other of our users to legal liability,
- (c) to enforce and administer our Terms or other agreements with users;
- (d) for fraud investigation and prevention, risk assessment, customer support, product development and debugging purposes, or
- (e) to protect the rights, property or personal safety of Iknowa, its employees, its users, or members of the public.

37.3 Aggregated Data

We may also share aggregated information (information about our users that we combine together so that it no longer identifies or references an individual user) and non-personally identifiable information for industry and market analysis, demographic profiling, marketing and advertising, and other business purposes.

Aggregated Information or De-identified Information does not identify you individually; it helps us to analyse patterns among groups of people. We may share Aggregated Information or De-identified Information in several ways, for example:

- for the same reasons as we might share Personal Information;



- with Businesses to help develop and market programs, products or services and present targeted content including Targeted Advertising;
- with Businesses to conduct analysis and research about app users; or
- with Third-Party Ad-Servers to place ads (including ads of the Business on Apps) on the App, and to analyse the effectiveness of those ads.

37.4 Analysing your Communications

We may review, scan, or analyse your communications on the App for fraud prevention, risk assessment, regulatory compliance, investigation, product development, research, and customer support purposes. For example, as part of our fraud prevention efforts, we scan and analyse messages to mask contact information and references to other websites. In some cases, we may also scan, review, or analyse messages to debug, improve, and expand product offerings. We use automated methods where reasonably possible. However, occasionally we may need to manually review some communications, such as for fraud investigations and customer support, or to assess and improve the functionality of these automated tools. We will not review, scan, or analyse your communications to send third-party marketing messages to you, and we will not sell reviews or analyses of these communications.

37.5 Linking Third Party Accounts

You may link your Iknowa App Account with your account at a third-party social networking service. Your contacts on these third-party services are referred to as “Friends.” When you create this link:

- your activities on the App may be displayed to your Friends on the and/or that third party site;
- a link to your public profile on that third-party social networking service may be included in your App public profile;
- other App users may be able to see any common Friends that you may have with them, or that you are a Friend of their Friend if applicable;
- the information you provide to us from the linking of your accounts may be stored, processed and transmitted for fraud prevention and risk assessment purposes; and
- the publication and display of information that you provide to Iknowa through this linkage is subject to your settings and authorisations on the App and the third-party site.

38 Third party partners & integrations

The App may contain links to third party websites or services, such as third-party integrations, co-branded services, or third party-branded services (“**Third Party Partners**”). Iknowa doesn’t own or control these Third-Party Partners and when you interact with them, you may be providing information directly to the Third-Party Partner, Iknowa, or both. These



Third-Party Partners will have their own rules about the collection, use, and disclosure of information. We encourage you to review the privacy policies of the other websites you visit.

39 Will a User's personal information be used for direct marketing?

We use and disclose your personal information to keep you informed about the range of offers by Businesses on the App.

You may opt out of receiving direct marketing from the Businesses at any time by contacting Iknowa's Privacy Officer, whose details are provided at clause 28 above.

40 Cookies & Similar Technologies

If you do not want us to collect information about your use of [Cookies & Similar Technologies](#), they can disable or delete them. Most computer systems and browsers offer their own privacy settings. We encourage you to use them to enhance their choices. Most browsers' advanced settings (such as those in Internet Explorer, Google Chrome or Safari) allow you to disable [Cookies & Similar Technologies](#).

Important – If you do disable or delete [Cookies & Similar Technologies](#), some App features and services may not work. You will need to manage your settings for each computer and browser you use to access the Internet.

41 Keeping Your Details Up-to-Date

We will take reasonable steps to make sure that the personal information we collect, use or disclose is accurate, complete and up-to-date. If your personal details change, we require you update your details so that we can continue to provide you with our services.

You may review, update, or delete the information in your Iknowa App Account by logging into your Iknowa App Account and reviewing your Iknowa App Account settings and profile.

For information on how to cancel your Iknowa App Account, you can email us at legal@iknowa.com.au. Note that information that you have shared with others may continue to be publicly visible on the App in association with your first name, even after your Iknowa App Account is cancelled.

42 You can access your personal information

Following a request, we will provide you with a copy of personal information which we hold about you in accordance with our obligations under the Privacy Act. We may charge a fee for retrieving this information (we will inform you of the fee before providing the information).

Please note that there are some circumstances set out in the Privacy Act where we may refuse your request.

We will promptly acknowledge and investigate any complaints about the way we manage personal information.

43 About this Privacy Policy Statement

We may update our policies and this Privacy Policy from time to time. The date at the top of Privacy Policy indicates when this Privacy was last updated.



44 **Contacting us**

If you have any questions about our policies, or if they wish to update or access the information we hold about you, wish to make a related complaint, opt out of receiving direct marketing material, please email us at:

legal@iknowa.com.au

If Iknowa takes more than 30 days to respond to your privacy complaint, or if you are dissatisfied with the outcome, they can make a complaint to the Privacy Commissioner at the Office of the Australian Information Commissioner. The OAIC can be contacted on 1300 363 992 or at www.oaic.gov.au



Glossary

Aggregated Information - data or information relating to multiple people which has been combined or aggregated. Aggregated Information includes information that we create or compile from various sources, including card transactions or certain data from Cookies and Similar Technologies.

Cookies and Similar Technologies - a cookie is a small data file that an app or website transfers to your computer's hard drive. We may place cookies when you use our websites or apps or where you use another company's website and apps that our ads appear on. We may also place cookies when you request or personalize information or register for certain services. If you accept these cookies, you may give us access to information about your interests. We may use that information to personalize your experience. Similar technologies such as web beacons, pixels, gifs, and tags also do the same thing. We use the term Cookies and Similar Technologies in this statement to refer to all technologies that collect information in this way.

De-identified Information - data or information used in a way that does not identify you to a third party. We often derive De-Identified Information from Personal Information. It includes information that we may collect from various sources, such as card transactions or certain data from [Cookies and Similar Technologies](#).

IP Address - a number assigned to a device when connecting to the Internet.

Online Information - data or information which may include Personal Information, Aggregated Information and De-Identified Information collected on the App as well as on websites and apps of third parties relating to topics about our business.

Other Information - Iknowa's internal information, information from our Business partners, and other online and offline information we collect from or about you.

Personal Information - means information or an opinion about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion (such as name, address or telephone number).

Service Providers - any vendor, third party and/or company that performs business operations on our behalf, such as printing, mailing, and other communications services (email, direct mail, etc.), marketing, data processing, servicing, collections, or ad management.

Targeted Advertising - ads we, or our [Service Providers](#), display on the App based on the preferences or interests inferred from data collected from a particular computer or device regarding web viewing behaviors over time and across different websites and apps.

Third-Party Ad-Servers - companies that provide the technology to place ads on websites (and apps) and track how ads perform. These companies may also place and access cookies on your device. The information they collect from our websites or apps is in a form that does not identify you personally.