

Terms of Use – Corporate Piranha App.

Welcome to Tixana Pty Limited (ABN 79 003 067 552) and Corporate Piranha Entertainment Pty Limited (ACN 631 625 566) (“the Promoters”) Corporate Piranha® App and Website (together the “App”). If you continue to browse and use this App you are agreeing to comply with and be bound by the following Terms of Use, which together with our Privacy Policy govern the Promoters’ relationship with you in relation to this App.

In these Terms of Use “us”, “we” or “our” refers to the Promoters and “you” refers to the User of the App.

TERMS OF USE (“Terms”): CORPORATE PIRANHA® APP

1 - Acceptance of Terms:

By using our App, you are agreeing to these Terms and the Rules of the Corporate Piranha App (which has been developed by the Promoters from the original “Conglomerate”® board game) and the Details of the Corporate Piranha Challenge Competitions as notified from time to time. These will be accessible by you from the App’s drop-down menu. Our Privacy Policy will also be accessible by you from the App’s drop-down menu.

If you are the parent or legal guardian of a person who is minor or who is a vulnerable person or otherwise not of full legal capacity, you are agreeing to these Terms on behalf of yourself and that person who you have allowed and or enabled to use the App pursuant to these Terms and our Privacy Policies.

If you don’t agree to these Terms and our Privacy Policies, do not continue to use the App.

2- Account Creation:

When you access our App, you may be required to register and hold an account (“Account”). By registering for and holding an Account or by using our App in any way, you represent that you are of full legal capacity and that you understand and agree to these Terms.

If you are not of full legal capacity, you represent that your parents or legal guardians have reviewed and agreed to these Terms on your behalf.

If you access our App through an App store provided by a third party and/or a social networking site, you are obligated to comply with their Terms of Use in addition to our Terms.

Once you access our App and have agreed to these Terms, you will receive from us free start-up Virtual Money such as Piranha Razoos® and/or Piranha Dollars and some Virtual Assets to enable you to commence to play Corporate Piranha®.

3- Who may use the App?

You may use the App and hold an account only if you are of full legal capacity and are not barred from using the App under any applicable Law. If you want to use the App, you may have to create an account. You agree that you will not disclose your Account password to anyone and you will notify us immediately of any unauthorised use of your Account involving our App. You are responsible for all activities that occur under your Account, whether or not you know about them.

You agree that if you are not of full legal capacity, your legal guardian has reviewed and agreed to these Terms on your behalf and is happy for you to access and use our App. You also agree that you are aware of and may have access to the Australian Government Office of the e-Safety Commissioner, which supports the Childrens' e-Safety Commissioner and provides online Safety advice and education and a complaint system.

4- Licence:

- Subject to these Terms, we grant you a non-exclusive, non-transferable Licence to use our App for your own non-commercial entertainment purposes. You agree not to use our App for any other purpose.
- This Licence commences on the date that you install or otherwise use our App and so accept these Terms.
- This Licence ends on our termination of this Licence in accordance with these Terms.

5- Allowed Uses & Restrictions:

You agree that you are responsible for your own conduct while using the App and for any consequences thereof. Restricted conduct includes for example, but is not limited in any way, to the following:

- To promote or provide instructional information about illegal or harmful activities or substances.
- To transmit any viruses, worms, defects, Trojan horses, or any items of a destructive nature.
- To do anything that infringes, misappropriates or threatens the Promoters' or any third parties patent, copyright, trademarks, trade secrets, moral rights or other Intellectual Property rights held in the App or arising out of them.
- The use of any technological or other means to cheat or use the App in any way not either in accordance with these Terms or not within the Rules of the Conglomerate board game, or not within the Rules of the Corporate Piranha competitions as notified from time to time, or not within the spirit of fair play.

6- In-App Purchases / Virtual Money / Virtual Assets:

The App permits the purchase of Virtual Money such as Piranha Razoos® ("Virtual Money") and use of that Virtual Money to purchase Virtual Assets or features or services from time to time, that we expressly make available for use in the App ("Virtual Assets").

The purchase of Virtual Money and Virtual Assets is limited to Account holders in which case such purchases are subject to the provisions set out in these Terms under 2- "*Account Creation*", 3- "*Who may use the App*" and 7- "*Billing*".

The purchase of Virtual Money is not a requirement to play Corporate Piranha. It is entirely your choice to do so. If you do choose to purchase Virtual Money it grants you only a limited, non-transferable, revocable licence to use such Virtual Money to purchase Virtual Assets in connection with your personal, non-commercial use of the App. You agree that Virtual Money and Virtual Assets have no real commercial value and are only of any value in this Corporate Piranha® App and do not constitute actual money or goods of any type. Virtual Money may only be used to purchase Virtual Assets and can never be sold, transferred, redeemed or exchanged for real money, real assets or real

goods and services from us or anyone else. The Promoters may cancel any Virtual Money or Virtual Assets sold, transferred, or exchanged in violation of these Terms. Any such sale, transfer, or exchange (or attempt to do so) is prohibited and may result in the termination of your Account. We reserve the right at any time to change and update our pricing and inventory of Virtual Money and Virtual Assets and you agree that all sales to you of Virtual Money and Virtual Assets are final and not subject to exchange or refund whether used or unused.

7- Billing:

If you wish to purchase Virtual Money such as Piranha Razoos® you will be able to do so through an App store provided by a third party and you will be obligated to comply with their Terms of Use in addition to our Terms.

8- Account suspension / Termination:

We may cancel, suspend or terminate your Account and your access to your Virtual Money and/or Virtual Assets or the content of the App in our sole discretion for any reason whatsoever and without prior notice for example if you fail to comply with these Terms, if we suspect fraud, cheating, or misuse by you of our App, or if we suspect any other unlawful activity associated with the use of our App. The Promoters will not reimburse or refund you for any Virtual Money or Virtual Assets unused or lost due to such cancellation, suspension or termination and you will not receive money or any compensation in consequence of such cancellation, suspension or termination.

9- Privacy:

Please refer to our Privacy Policies which can be found from the drop-down menu on our www.corporatepiranha.com Website for information on how we collect, use, and disclose information from our users. By your acceptance of these Terms our Privacy Policy is by reference incorporated into them in full.

10- Copyright Policy:

The Promoters respect all Copyright and other intellectual property laws and expect our users to do the same. The Promoters may in their sole discretion terminate pursuant to the provisions of 8 – “*Accounts Suspension / Termination*” above the use of their App by users who have or are believed on reasonable grounds to be likely to infringe the rights of any Copyright holder or of the holder of any intellectual property of any other kind.

11- Disclaimers:

- The content of the pages of this Website is for your general information and use only. It is subject to change without notice.
- Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this App for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
- Your use of any information or materials on this App is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this Website meet your specific requirements.
- This App contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Copying, reengineering or reproduction by spider, robot, worm or any other similar technological means is prohibited.

- All trademarks reproduced in this App which are not the property of, or licensed to the Promoters are acknowledged on the App.
- Unauthorised use of this App may give rise to a claim for damages and/or be a criminal offence.
- From time to time this App may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s). You may not create a link to this App from another website or document without prior written consent of the Promoters.
- Your use of this App and any dispute arising out of such use is subject to the laws of Australia as outlined in the Privacy Act 1988, Information Privacy Principles under the Privacy Act 1988 and further NSW and other legislation. For more information go to: www.privacy.gov.au and/or the Office of the e-Safety Commissioner.
- In no event will we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever including from any addiction to gaming or any similar habit or self-destructive behaviour or arising from loss of any Virtual Money or Virtual Assets or other data or profits arising out of, or in connection with, the use or misuse of this App.

12- Limitation of Liability & Indemnification:

- You acknowledge that you use the Promoters' App and the Corporate Piranha Website entirely at your own risk.
- You acknowledge that to the maximum extent permitted by Law, the Promoters are not responsible for, and accept no liability in relation to your use of or engagement in conduct and or any Restricted Conduct in connection with the App and/or the Corporate Piranha Website, or the use or engagement in conduct and or Restricted Conduct of any other user in connection with the App and/or Corporate Piranha Website.
- You agree to indemnify the Promoters for any loss, damage or expense that they may suffer or incur directly or indirectly (including Loss of Profit, Business Interruption or the like) as a result of or in connection with your use of or engagement in conduct and or in any Restricted Conduct in connection with the App and/or Corporate Piranha Website and such indemnification will extend to any other breach by you of these Terms.
- To the extent that the Promoters' liability cannot be excluded by Law, their maximum liability to you will be limited to the total amount paid by you in real money (if any) for any Virtual Money and or Virtual Assets or other service or feature or competition available to you from your use of the App and/or the Corporate Piranha Website.
- To the maximum extent permitted by law the Promoters exclude all liability for any indirect, punitive or consequential loss or damages, Loss of income, profit, good will, data, contracts, use of money or loss or damages arising from or in any way connected to business interruption of any type, whether in tort, contract or otherwise.
- To the maximum extent permitted by Law, the Promoters exclude all liability to you for any indirect, punitive or consequential loss or damages, Loss of income, profit, good will, data, contracts, use of money, or loss or damages, arising from or in any way connected to business interruption or the unavailability of the App for any reason whatsoever, whether in tort, contract or otherwise.
- To the maximum extent permitted by Law, the Promoters exclude all representations, warranties, or terms either express or implied other than those expressly set out in the App and/or the Corporate Piranha Website. In particular, we do not make any representation or warranties that the Promoters' App and/or Corporate Piranha Website will be uninterrupted

or error free or about the likelihood of any outcomes arising from your use of the Promoters' App and/or Corporate Piranha Website.

13- Third Parties:

Through this Website you are able to link to other websites which are not under the control of the Promoters. We have no control over the nature, content and availability of those sites. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them.

Every effort is made to keep the Website up and running smoothly. However the Promoters take no responsibility for, and will not be liable for, the Website being temporarily unavailable due to technical issues beyond our control.

14- Updates & Changes:

You understand that our App is developing and evolving. The Promoters may require that you accept updates to our App. While we will make all reasonable efforts to inform you of any such updates, you acknowledge and agree that we may update our App and all these Terms and our Privacy Policy, with or without informing or otherwise notifying you. You may need to update third party software from time to time in order to receive our App and/or play our games. You should check the Terms and Privacy Policies regularly. You will be deemed to have accepted any such changes to the Terms and Privacy Policies by continuing to use the App.

15- Competition Details:

These will be notified and detailed from time to time on the Websites www.piranhacorp.com.au and www.corporatepiranha.com maintained by the Promoters for the purposes of supporting the App.

All competition prizes as notified and detailed under the above paragraph must and can only be claimed and collected by your physical attendance at the head office of the Promoters at 17 Elizabeth Street, Campsie NSW, Australia. Any costs or expenses of such physical attendance must be borne by you. If you wish to authorise a representative to physically attend in your place, proof satisfactory to the Promoters of such authority and identification of your representative must be supplied to us at least 30 days before such physical attendance and the acceptance of such proof will be entirely at the discretion of the Promoters. If the Promoters do not accept such proof, you will be notified as soon as possible.

By acceptance of these Terms pursuant to the provisions of 1- "*Acceptance of Terms*" above you agree to fully accept and abide by the Competition Details from time to time notified and detailed for each competition on the Corporate Piranha Website and you agree that such Competition Details are fully understood by you and are by reference fully incorporated into these Terms. You also agree that before entering any competition that the Promoters provide from time to time, you have read and understood the Details applying to that competition.

16- Governing Law:

These Terms are governed exclusively by the Law currently in force in NSW Australia. All legal actions in connection with these Terms shall be brought and shall be subject to the exclusive jurisdiction of the state Courts of NSW Australia.

You agree that you are aware of and may have access to the Australian Government Office of the e-Safety Commissioner, which supports the Childrens' e-Safety Commissioner and provides online Safety advice and education and a complaint system.

17- Contact Information:

If you have any question about the App, these Terms and/or the Corporate Piranha website, please contact the Promoters at info@corporatepiranha.com