

TERMS AND CONDITIONS

Basic Terms

1. You must be at least 18 years old to use the newbe app ("Service").
2. You may not post violent, nude, partially nude, discriminatory, unlawful, infringing, hateful, pornographic or sexually suggestive photos or other content via the Service.
3. You are responsible for any activity that occurs through your account and you agree you will not sell, transfer, license or assign your account, followers, username, or any account rights. With the exception of people or businesses that are expressly authorised by Newbe Global Pty Ltd ("newbe") to create accounts on behalf of their employers or clients, newbe prohibits the creation of and you agree that you will not create an account for anyone other than yourself. You also represent that all information you provide or provided to newbe upon registration and at all other times will be true, accurate, current and complete and you agree to update your information as necessary to maintain its truth and accuracy.
4. You agree that you will not solicit, collect or use the login credentials of other newbe users.
5. You are responsible for keeping your password secret and secure.
6. You must not defame, stalk, bully, abuse, harass, threaten, impersonate or intimidate people or entities and you must not post private or confidential information via the Service, including, without limitation, your or any other person's credit card information, social security, medicare or alternate national identity numbers, non-public phone numbers or non-public email addresses.
7. You may not use the Service for any illegal or unauthorised purpose. You agree to comply with all laws, rules and regulations (for example, federal, state, local) applicable to your use of the Service and your Content (defined below), including but not limited to, copyright laws.
8. You are solely responsible for your conduct and any data, text, files, information, usernames, images, graphics, photos, profiles, works of authorship, applications, links and other content or materials (collectively, "Content") that you submit, post or display on or via the Service. You must not change, modify, adapt or alter the Service or change, modify or alter another website so as to falsely imply that it is associated with the Service or newbe.
9. You must not create or submit unwanted email, comments, likes or other forms of commercial or harassing communications (a/k/a "spam") to any newbe users.
10. You must not use domain names or web URLs in your username without prior written consent from newbe.

11. You must not place advertisements (business or otherwise) within the Q&A or Discover Sections of the Service without the permission of newbe. Unauthorized advertisements will be deleted without notice.

12. You must not interfere or disrupt the Service or servers or networks connected to the Service, including by transmitting any worms, viruses, spyware, malware or any other code of a destructive or disruptive nature. You may not inject content or code or otherwise alter or interfere with the way any newbe page is rendered or displayed in a user's browser or device.

13. You must comply with newbe's Community Guidelines. You must not create accounts with the Service through unauthorized means, including but not limited to, by using an automated device, script, bot, spider, crawler or scraper.

14. You must not attempt to restrict another user from using or enjoying the Service and you must not encourage or facilitate violations of these Terms of Use or any other newbe terms.

15. Violation of these Terms of Use may, in newbe's sole discretion, result in termination of your newbe account. You understand and agree that newbe cannot and will not be responsible for the Content posted on the Service and you use the Service at your own risk. If you violate the letter or spirit of these Terms of Use, or otherwise create risk or possible legal exposure for newbe, we can stop providing all or part of the Service to you.

General Conditions

16. We reserve the right to modify or terminate the Service or your access to the Service for any reason, without notice, at any time, and without liability to you. You can deactivate your newbe account by logging into the Service and accessing your profile settings page. If we terminate your access to the Service or you use the form detailed above to deactivate your account, your photos, comments, likes, friendships, and all other data will no longer be accessible through your account (e.g., users will not be able to navigate to your username and view your photos), but those materials and data may persist and appear within the Service (e.g., if your Content has been reshared by others).

17. Upon termination, all licenses and other rights granted to you in these Terms of Use will immediately cease.

18. We reserve the right, in our sole discretion, to change these Terms of Use ("Updated Terms") from time to time. Unless we make a change for legal or administrative reasons, we will provide reasonable advance notice before the Updated Terms become effective. You agree that we may notify you of the Updated Terms by posting them on the Service, and that your use of the Service after the effective date of the Updated Terms (or engaging in such other conduct as we may reasonably specify) constitutes your agreement to the Updated Terms. Therefore, you should review these Terms of Use and any Updated Terms before using the Service. The Updated Terms will be effective as of the time of posting, or such later date as may be specified

in the Updated Terms, and will apply to your use of the Service from that point forward. These Terms of Use will govern any disputes arising before the effective date of the Updated Terms.

19. We reserve the right to refuse access to the Service to anyone for any reason at any time.

20. We reserve the right to force forfeiture of any username for any reason.

21. We may, but have no obligation to, remove, edit, block, and/or monitor Content or accounts containing Content that we determine in our sole discretion violates these Terms of Use.

You are solely responsible for your interaction with other users of the Service, whether online or offline. You agree that newbe is not responsible or liable for the conduct of any user. Newbe reserves the right, but has no obligation, to monitor or become involved in disputes between you and other users. Exercise common sense and your best judgment when interacting with others, including when you submit or post Content or any personal or other information.

Rights

22. Newbe does not claim ownership of any Content that you post on or through the Service. Instead, you hereby grant to newbe a non-exclusive, fully paid and royalty-free, transferable, sub-licensable, worldwide license to use the Content that you post on or through the Service.

23. Some of the Service is supported by advertising revenue and may display advertisements and promotions, and you hereby agree that newbe may place such advertising and promotions on the Service or on, about, or in conjunction with your Content. The manner, mode and extent of such advertising and promotions are subject to change without specific notice to you.

24. You acknowledge that we may not always identify paid services, sponsored content, or commercial communications as such.

25. You represent and warrant that: (i) you own the Content posted by you on or through the Service or otherwise have the right to grant the rights and licenses set forth in these Terms of Use; (ii) the posting and use of your Content on or through the Service does not violate, misappropriate or infringe on the rights of any third party, including, without limitation, privacy rights, publicity rights, copyrights, trademark and/or other intellectual property rights; (iii) you agree to pay for all royalties, fees, and any other monies owed by reason of Content you post on or through the Service; and (iv) you have the legal right and capacity to enter into these Terms of Use in your jurisdiction.

26. The Service contains content owned or licensed by newbe. Newbe Content is protected by copyright, trademark, patent, trade secret and other laws, and newbe owns and retains all rights in the newbe Content and the Service. You will not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the newbe Content and you will not reproduce, modify, adapt, prepare derivative works based on,

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27. The newbe name and logo are trademarks of newbe may not be copied, imitated or used, in whole or in part, without the prior written permission of newbe. In addition, all page headers, custom graphics, button icons and scripts are service marks, trademarks and/or trade dress of newbe and may not be copied, imitated or used, in whole or in part, without prior written permission from newbe.

28. Although it is newbe's intention for the Service to be available as much as possible, there will be occasions when the Service may be interrupted, including, without limitation, for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and/or equipment. Also, newbe reserves the right to remove any Content from the Service for any reason, without prior notice. Content removed from the Service may continue to be stored by newbe, including, without limitation, in order to comply with certain legal obligations, but may not be retrievable without a valid court order. Consequently, newbe encourages you to maintain your own backup of your Content. In other words, newbe is not a backup service and you agree that you will not rely on the Service for the purposes of Content backup or storage. Newbe will not be liable to you for any modification, suspension, or discontinuation of the Services, or the loss of any Content. You also acknowledge that the Internet may be subject to breaches of security and that the submission of Content or other information may not be secure.

29. You agree that newbe is not responsible for, and does not endorse, Content posted within the Service. Newbe does not have any obligation to prescreen, monitor, edit, or remove any Content. If your Content violates these Terms of Use, you may bear legal responsibility for that Content.

Except as otherwise described in the Service's Privacy Policy, as between you and newbe, any Content will be non-confidential and non-proprietary and we will not be liable for any use or disclosure of Content. You acknowledge and agree that your relationship with newbe is not a confidential, fiduciary, or other type of special relationship, and that your decision to submit any Content does not place newbe in a position that is any different from the position held by members of the general public, including with regard to your Content. None of your Content will be subject to any obligation of confidence on the part of newbe and newbe will not be liable for any use or disclosure of any Content you provide.

30. It is newbe's policy not to accept or consider content, information, ideas, suggestions or other materials other than those we have specifically requested and to which certain specific terms, conditions and requirements may apply. This is to avoid any misunderstandings if your ideas are similar to those we have developed or are developing independently. Accordingly, newbe does not accept unsolicited materials or ideas, and takes no responsibility for any materials or ideas so transmitted. If, despite our policy, you choose to send us content,

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Reporting Copyright and Other IP Violations

31. We respect other people's rights, and expect you to do the same.

32. If you infringe other people's intellectual property rights, we will disable your account when appropriate.

Disclaimer of Warranties

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34. THE NEWBE PARTIES DO NOT REPRESENT OR WARRANT THAT THE SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED; THAT DEFECTS WILL BE CORRECTED; OR THAT THE SERVICE OR THE SERVER THAT MAKES THE SERVICE AVAILABLE IS FREE FROM ANY HARMFUL COMPONENTS, INCLUDING, WITHOUT LIMITATION, VIRUSES. THE NEWBE PARTIES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE INFORMATION (INCLUDING ANY INSTRUCTIONS) ON THE SERVICE IS ACCURATE, COMPLETE, OR USEFUL. YOU ACKNOWLEDGE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE NEWBE PARTIES DO NOT WARRANT THAT YOUR USE OF THE SERVICE IS LAWFUL IN ANY PARTICULAR JURISDICTION, AND THE NEWBE PARTIES SPECIFICALLY DISCLAIM SUCH WARRANTIES.

35. FOR FURTHER CLARITY - ARTIFICIAL INTELLIGENCE IS A RAPIDLY EVOLVING FIELD OF STUDY. GIVEN THIS, THE USE OF THIS SERVICE MAY GENERATE INCORRECT OUTPUTS THAT DO NOT ACCURATELY REFLECT FACT. AS SUCH – YOU SHOULD REVIEW THE OUTPUT INCLUDING USING HUMAN REVIEW.

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37. THE NEWBE PARTIES DO NOT ENDORSE CONTENT AND SPECIFICALLY DISCLAIM ANY RESPONSIBILITY OR LIABILITY TO ANY PERSON OR ENTITY FOR ANY LOSS, DAMAGE (WHETHER ACTUAL, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURY, CLAIM, LIABILITY OR OTHER CAUSE OF ANY KIND OR CHARACTER BASED UPON OR RESULTING FROM ANY CONTENT.

Limitation of Liability; Waiver

38. UNDER NO CIRCUMSTANCES WILL THE NEWBE PARTIES BE LIABLE TO YOU FOR ANY LOSS OR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, FOR ANY DIRECT, INDIRECT, ECONOMIC, EXEMPLARY, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES) THAT ARE DIRECTLY OR INDIRECTLY RELATED TO: (A) THE SERVICE; (B) THE NEWBE CONTENT; (C) USER CONTENT; (D) YOUR USE OF, INABILITY TO USE, OR THE PERFORMANCE OF THE SERVICE; (E) ANY ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY THE NEWBE PARTIES OR LAW ENFORCEMENT AUTHORITIES REGARDING YOUR OR ANY OTHER PARTY'S USE OF THE SERVICE; (F) ANY ACTION TAKEN IN CONNECTION WITH COPYRIGHT OR OTHER INTELLECTUAL PROPERTY OWNERS; (G) ANY ERRORS OR OMISSIONS IN THE SERVICE'S OPERATION; OR (H) ANY DAMAGE TO ANY USER'S COMPUTER, MOBILE DEVICE, OR OTHER EQUIPMENT OR TECHNOLOGY INCLUDING, WITHOUT LIMITATION, DAMAGE FROM ANY SECURITY BREACH OR FROM ANY VIRUS, BUGS, TAMPERING, FRAUD, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER LINE OR NETWORK FAILURE OR ANY OTHER TECHNICAL OR OTHER MALFUNCTION, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF FORESEEABLE OR EVEN IF THE NEWBE PARTIES HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR TORT (INCLUDING, WITHOUT LIMITATION, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, OR THEFT OR DESTRUCTION OF THE SERVICE). IN NO EVENT WILL THE INEWBE PARTIES BE LIABLE TO YOU OR ANYONE ELSE FOR LOSS, DAMAGE OR INJURY, INCLUDING, WITHOUT LIMITATION, DEATH OR PERSONAL INJURY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT WILL THE NEWBE PARTIES TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OR ACTION EXCEED ONE HUNDRED AUSTRALIAN DOLLARS (\$100.00).

39. YOU AGREE THAT IN THE EVENT YOU INCUR ANY DAMAGES, LOSSES OR INJURIES THAT ARISE OUT OF NEWBE'S ACTS OR OMISSIONS, THE DAMAGES, IF ANY, CAUSED TO YOU ARE NOT IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION PREVENTING ANY EXPLOITATION OF ANY WEB SITE, SERVICE, PROPERTY, PRODUCT

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40. The effective date of these Terms of Use is January 2020. These Terms of Use were written in English.