

# End User Licence Agreement

Please read the following End User License Agreement carefully. This End User Licence Agreement (“EULA”) is a legal agreement between you and 3 Crowns Technologies Pty Ltd (3CT) that covers all of the 3CT Products (a “Product” or “Products”). By accessing or otherwise using any Product, you agree that you have read, understood and agree to be bound by the terms of this EULA. Access to or use of a Product confirms your acceptance of the term of this EULA. If you do not agree to the terms of this EULA, do not use any Product. This EULA does not grant you any rights other than those rights expressly specified in this EULA. If you are accepting these terms on behalf of a business entity, you represent that you have the authority to do so.

If you are a 3CT Customer or Reseller, you must ensure that you obtain the acceptance of all end users of this EULA.

- 
- 1. GRANT OF LICENCE.** This EULA grants you a non-exclusive, non-transferable right to use the Products only for their intended purpose. You may not sell, resell, license, rent, lease, lend, or otherwise transfer for value, the use of or installation of the Products. You may not redistribute the Products in any form or broadcast them in any media. You may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Products, or any part thereof. Any attempt to do so is a violation of 3CT’s rights and will be grounds for immediate termination of this EULA.
  - 2. RESERVATION OF RIGHTS.** All rights, title and interest, including copyright, in and to the Products, and any copies of the Products, are owned by 3CT. All rights not expressly granted are reserved by 3CT (or in the case of third party contributions to a Product, the rights, title and interest to such contributions only are owned by 3CT’s licensors). In particular, this EULA does not grant you any rights in connection with any trademarks of 3CT. Use of the Products for any purpose other than expressly permitted in this EULA is prohibited and may result in civil and criminal penalties.
  - 3. USE OF PRODUCTS.** You are responsible for ensuring that you have the facilities to enable access to and use of the Products. 3CT makes no representations about the suitability of the Products for any purpose. To the maximum extent permitted by law, use of the Products are at your own risk and the Products are provided “as is” and any express or implied warranties, including, but not limited to, the implied warranties or merchantability and fitness for a particular purpose are disclaimed. In no event will 3CT be liable for any direct, indirect, incidental, special, exemplary, or consequential damages (including, not limited to, procurement of substitute goods or services; loss of use, data, or profits; or business interruption) however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising in any way out of use of the Products, even if advised of the possibility of such damage. To the extent that any express or implied warranties cannot be excluded, 3CT’s

liability is limited, at 3CT's option, to the resupply of a service or payment of the cost of having the service supplied again.

4. **COMPLIANCE WITH LAWS.** The Products may only be applied and used in accordance with applicable laws. This includes, but is not limited to, telecommunications laws, surveillance laws, privacy and data security laws. It is your sole responsibility to adhere to such laws. 3CT does not accept any liability whatsoever, for any direct, indirect or consequential losses or damages for your violation of such laws.
5. **ACCOUNTS AND PASSWORDS.** You are responsible to maintain the confidentiality of your password and shall be responsible for all uses via your registration and/or login, whether authorised or unauthorised by you. You agree to immediately notify 3CT of any unauthorised use or your registration, user account or password.
6. **YOUR CONDUCT.** You agree that all information or data of any kind, whether text, software, files, code, music or sound, photographs or graphics, video or other materials ("**Content**"), publicly or privately provided, will be the sole responsibility of the person providing the Content or the person whose user account is used. 3CT will not be responsible or liable to you in any way for the Content that appears in the Products, including for any breach of any copyright in the Content and including to the extent such Content is defamatory or otherwise unlawful. You warrant that you own or have the authorisation, right and/or licence to use any and all information uploaded to the Products. You must not use the Products to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk email, junk mail or spam; infringe property rights; or otherwise violate applicable laws or regulations or codes of conduct. You indemnify 3CT against any loss or damage (including consequential loss) that may result from your use of the Products, including any Content uploaded to the Products, or any breach of this EULA by you.
7. **PRIVACY AND DATA.** You must comply with all applicable privacy and data security laws when using the Products. By using the Products you consent to providing personal information to 3CT. 3CT may collect, use, transfer, disclose, and otherwise process your personal information for the purposes associated with providing the Products. You acknowledge that 3CT may be required to disclose information to Government regulators and/or agencies to comply with Telecommunications Laws, including data that may identify you. In such a case, 3CT will use reasonable endeavours to advise you of the information provided to the enforcement agency, where permitted by law.
8. **THIRD PARTY PRODUCTS.** The products of third party licensors may be comprised in the Products and/or made available on or through the Products. Representations made regarding products and services provided by third parties are governed by the policies and representations made by these third parties. Without limitation, you acknowledge that software licensed by Milestone Systems A/S and Real World Technology Solutions is comprised in the Products. You agree to be bound by the Milestone end user licence agreement: [https://milestonedownload.blob.core.windows.net/files/XProtect%202018%20R3/EULA/Milestone%20EULA\\_en-US.pdf](https://milestonedownload.blob.core.windows.net/files/XProtect%202018%20R3/EULA/Milestone%20EULA_en-US.pdf) and the Real World Technology Solutions acceptable use policy: <https://rwts.com.au/legal/aup/> and the respective licence agreements or policies of any third party licensors referred to or linked to in either of those documents.
9. **SECURITY AND AVAILABILITY.** You acknowledge that 3CT cannot guarantee and does not warrant the security or availability of the Products at all times. You acknowledge that the Products may not be available to access all times for any reason including, but not limited to, maintenance, interruptions, interference with telephone lines or any other reason beyond 3CT's reasonable control.
10. **TERMINATION.** Without prejudice to any other rights, 3CT may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must cease access to all Products and destroy all copies of the Products.
11. **GENERAL.** This EULA is governed by the laws of New South Wales. The failure of either party to assert any right under this EULA will not be considered a waiver of any that party's right and that right will remain in full force and effect. 3CT may assign its rights and obligations under this EULA, you may not. All or part of any provision of this EULA that is illegal or unenforceable may be severed from this EULA and the remaining provisions of this EULA will continue in force.