

TRIVIA QUIZ - TERMS AND CONDITIONS OF USE

Last updated 3 April 2020

Trivia Quiz ("TQ") is a trivia game and entertainment application (**TQ App, Website, site, App**) through its website and downloadable digital software application ("**Services**").

"TQ" means On Point Holdings Pty Ltd ACN 618 965 807 its affiliates or related entities.

1. TERMS AND CONDITIONS

1.1 These Terms and Conditions govern your use of TQ App. In these Terms and Conditions "website" means an internet website, the TQ App, web app, web application, app and any other like software utilised by TQ from time to time.

1.2 In these Terms and Conditions we may refer to you as "you", "your" or "user/ User".

2. ACCEPTANCE OF THESE TERMS AND CONDITIONS OF USE

PLEASE READ THESE TERMS AND CONDITIONS BEFORE USING THE TQ APP OR WEBSITE.

If you do not agree to these Terms and Conditions and our Privacy Policy, Cookies Policy and any other policies we introduce from time to time ("**Policies**"), do not use the TQ App. By continuing to use, browse or view content using the TQ App, you are deemed to have fully and unconditionally accepted and agreed to these Terms and Conditions.

3. ACKNOWLEDGEMENT

By downloading and using the TQ App, you acknowledge that you are providing your express consent to receive commercial messages and notifications from TQ, for the purposes of advertising, promoting and providing special offers relating to TQ pursuant to the requirements of the *Spam Act 2003* (Cth).

4. PERMISSIONS WE ASK FOR:

4.1 By agreeing to our Terms and Conditions including our Policies, the user is allowing TQ to:

- a) Send you push notifications.
- b) Access your location including your GPS information to get your exact location, the wireless network you are using, local cell tower information, current WI-FI points as well as access to your compass.
- c) Allows us to show you notifications on your app icon.
- d) Access information about your device hardware and software including for example: which operating system version you are using, advertising identifiers, device identification, device type and model, size of screen, language, microphone, time zone you are in and generally other information available on your device.

4.2. Sensors in your phone, watch or tablet including:

- a) Accelerometer
- b) Digital Compass (Magnetometer)
- c) Gyroscope Sensor

- d) Ambient light Sensor
- e) GPS Sensor (Global Positioning System)
- f) Proximity Sensors
- g) NFC Sensors (Near Field Communication)

4.3 We use the above information to activate different features in our app and for gathering information to provide the best experience when using TQ.

5. YOUR AGREEMENT

5.1 In accessing, registering or using the App or Website, including any and all webpages, the Services and products, information, text and images offered or provided on the App and Website, you are deemed to have read and personally agreed to the Terms and Conditions.

5.2 We may provide you with promotional offers including in-app purchases from time to time which will be subject to separate terms and conditions to be read in conjunction with these Terms and Conditions.

6. PAYMENTS

6.1 From time to time, TQ may provide you with the opportunity to make in-app purchases (“**In-App Purchases**”)

6.2 If you wish to make an In-App Purchase either from the App or Website, such as “Quiz Packs” or any other additional service you agree to allow TQ to use your device’s operating system to interface and transfer you to make the purchase through a third party online software retailer such as iOS or Google Play (“**Retailer**”).

6.3 When using a Retailer, you will need to read and agree to the Retailer’s terms and conditions and privacy policy.

6.4 TQ takes no responsibility for the security or any other risk associated with using the Retailer for an In-App Purchase related to TQ.

6.5 The User agrees to indemnify TQ against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including, but not limited to, legal fees) arising from or in connection with any In-App Purchase.

6.6 You acknowledge and agree that prices for In-App Purchases will vary depending on the type of in- app purchase, and the region in which you are located.

6.7 TQ may, at its absolute discretion, offer a special code to a User from time to time which may include access to additional Services at a discounted cost or at no cost at all.

7. INTELLECTUAL PROPERTY

- 7.1 TQ's intellectual property include the entire content included in the TQ App including, but not limited to text, images, logos, graphics, audio, video or code is owned by TQ, its affiliates or related entities. Where content on the TQ App is provided by persons other than TQ, then that content is deemed to be owned by the person providing the content and is protected by Australian and international copyright laws.
- 7.2 You must not transmit, broadcast, edit, adapt or make use of any content on the App belonging to TQ, without its prior express permission in writing. Where any content of the App is downloaded or printed you agree that such content is to be used solely for private and non-commercial purposes.

8. COPYRIGHT

- 8.1 The *Copyright Act 1968* protects the right of a copyright owner to publish or reproduce material such as films, music, books, photographs and computer software ("**Copyright Material**").
- 8.2 You must not post, copy, transform, publish, distribute or share Copyright Material on the TQ App without the express permission of the copyright owner. If you post copyright material which violates the copyright owner's rights, we may remove the content or disable your account if necessary.
- 8.3 If you infringe a TQ's intellectual property rights, we will disable your account indefinitely if necessary.

9. USING THE TQ APP

- 9.1 The TQ App is the online application used by you to play a trivia game and view any other content supplied by TQ.
- 9.2 When using the TQ App, you acknowledge and agree that you must set up a user account which may require you to provide the following information:
 - a) your username;
 - b) IP Address;
 - c) Profile Picture; and
 - d) any other information TQ deems necessary from time to time.("Personal Information")
- 9.3 You are responsible for maintaining confidentiality of all your Personal Information.
- 9.4 You agree to accept full responsibility for all your activities on the TQ App.
- 9.5 The TQ App must only be used by persons over the age of thirteen (13) years. TQ reserves the right to refuse service, terminate your access to the TQ App, or cancel your account without any notice to you.
- 9.6 In making the TQ App available for use, you acknowledge that TQ:
 - a) your scores on the TQ App may be visible to other players via a leader board;
 - b) there is no interaction between users;
 - c) TQ does not provide you with any goods or services other than the provision of the TQ game;

- d) you will have the opportunity purchase additional quiz packs and block in-app advertisements for a fee;
- e) does not guarantee that the TQ App systems will be error free or any errors will be corrected;
- f) does not guarantee that the TQ App will be free from any viruses, harmful components or any other unintended third-party interference; and
- g) reserves the right to alter or remove any corrupted content that subject to or was caused by a software fault, error or malicious attack.

10. USERNAME

- 10.1 When you as a user becomes a member, you will be asked to create a Username for your account. You are solely responsible for selecting your username in relation to using the TQ App.

11. PROFILE PICTURE LICENCE

- 11.1 All players must provide a player profile image ("**Profile Picture**") to use the TQ app, to identify you as a player and participate in trivia competitions with other TQ users.
- 11.2 When you upload your profile picture to TQ, you:
- a) absolutely and unconditionally grant a non-exclusive, world-wide licence to TQ in perpetuity, for nil consideration to use your Profile Picture on the App for the purpose of identifying you within your user profile, and identifying you to other players;
 - b) you covenant to TQ that you own all right title and interest in the copyright or any other intellectual property rights of your Player Picture and/or have the right, or express permission of the right owner to upload and use the image on TQ; and
 - c) any Profile Picture found to be infringing copyright or intellectual property right that belongs to third party will be immediately taken down by TQ without notice.

12. ACCESS AND RESTRICTIONS

- 12.1 You acknowledge and agree that from time to time access to the TQ App may be denied for any one or all of the following reasons:
- a) maintenance and/or repairs;
 - b) upgrades and enhancements;
 - c) TQ server down time or failure;
 - d) TQ systems down time or failure; or
 - e) software utilised by TQ is corrupt or has failed.

13. LICENCE TO USE THIS APP

- 13.1 Subject to these Terms and Conditions, we hereby grant to you, and you accept, a personal, non-exclusive, non-commercial, non-transferable, non-sublicensable and fully revocable limited license to download and use the App on your mobile telephone, device or tablet solely for the limited purpose of your internal non-commercial use, and for no other purpose, strictly in accordance with these Terms and Conditions and any applicable law.

13.2 For the avoidance of doubt, these Terms and Conditions do not convey to you an interest in, or to our Intellectual Property but only a limited revocable right of use in accordance with these Terms and Conditions. Nothing in these Terms and Conditions constitutes a waiver of our Intellectual Property under any law.

14. YOUR OBLIGATIONS WHEN USING TQ

14.1 TQ requires you as the User, to agree and acknowledge the following:

- a) You will not upload a virus or malicious malware to this App or Website.
- b) You will not collect any TQ content via any electronic, digital or any other means without written consent of TQ.
- c) You will not hack anyone other user's content or account.
- d) You will not troll against any and all TQ Users.
- e) You will not use any robot, spider, scraper or other automated means to access the site for any purpose without our express written permission.
- f) You will not take any action that imposes, or may impose in our sole discretion, an unreasonable or disproportionately large load on our infrastructure, interfere or attempt to interfere with the proper working of the App or Website or any activities conducted on the App or Website, or bypass any measures we may use to prevent or restrict access to the App or Website.
- g) You will not operate any motorised transportation including but not limited to motor cars, motor bike, moped, or trucks, heavy machinery, boats, marine vehicles, cranes bikes, motorbikes or other engine, battery recreational equipment or devices whilst using or visiting our App or Website.
- h) You will not be distracted from any activity you are currently or were doing prior to checking the site, your feed or viewing video content, advertisements or anything posted on our site.
- i) You will not leave children, the aged, disabled, special needs persons, pets, friends or any other person or animal unattended whilst they are left in your care, when you are using our App or Website.
- j) Please do not walk, run, jog or exercise whilst viewing our App or Website. Take all care in protecting yourself and others whilst using our site or any site associated with TQ. Your safety and the safety of others is your responsibility and lies solely in your hands. Be responsible. LOOK WHERE YOU ARE GOING!
- k) Do not share any of your password login information with any person. If you share this information to anyone, you are allowing them to access your account and they may post or share illegal or inappropriate content under your account. DON'T GIVE OUT YOUR INFORMATION TO ANYONE.

- l) As the User, you agree and acknowledge not to violate any local, state, national, foreign or international statute, regulation, rule, order, treaty or other law applicable in that jurisdiction.
- m) The User agrees and acknowledges not to create any account under another person's name or a false name or impersonate another person, company or organisation when using the App or Website.
- n) The User agrees and acknowledges not to try to hack or gain access to the TQ App or Website nor should you use data mining, robots or similar data gathering or extraction methods for gaining information from our site, nor should you try to gain access to any part of our site, gain access to user Personal Information, accounts information, server or networks as used by TQ through any means whether it be hacking, password mining or any other methods of access to the site or information contained herein.
- o) TQ uses all possible means to ensure the safety of its Users, however TQ cannot guarantee the safety of information as shared by you.

15 WHAT WE EXPECT FROM OUR USERS:

- 15.1 If we believe someone has infringed the rights of another user, we reserve our right to remove this content at our discretion.
- 15.2 No user shall gather information of another user which may be personal or sensitive information about a user whether of a personal or financial manner.
- 15.3 You must not do anything that may infringe another user or company's intellectual property in accordance with clauses 8, 9 and 10 of these Terms and Conditions.
- 15.4 TQ reserves its rights to delete any user account that we believe is infringing other people's rights.

16 YOUR ACCOUNT SECURITY AND REGISTRATION

- 16.1 As a user of TQ you are providing us with your Personal Information. All users are required to warrant and guarantee the following:
 - a) You will only provide true information when you are creating your account and you will keep your information current.
 - b) You will not create an account in the name of any other person or use any other person's information in creating an account which you control.
 - c) If TQ has deleted or restricted your account, you will not create another account in your name or alternative name without the consent of TQ.

- d) You will not transfer your account to anyone without TQ's written consent. You also acknowledge and agree that should you transfer your account without our consent, you will be held responsible for any activities, whether criminal or otherwise, of that account.
- e) Should a dispute arise about a user name that may be subject to copyright or trade mark breach, we reserve our right to delete this name or suspend or terminate the account.

17 USE OF APIs & SDKs

TQ uses APIs and SDKs to allow you to sign in to TQ using your credentials from Facebook and other social media applications.

An application program interface ("**API**") verifies your credentials and facilitates authentication for you to use the TQ App **without sharing your actual credentials with TQ**.

In relation to Facebook, TQ uses API to interface with the Facebook platform and exchange data about the user such as: device type, OS or Android operating system type and version, your time zone, your carrier, device screen size, processor and disk space ("**User Data**").

A software development kit ("SDK") is used to assist TQ to track and measure the actions users take while using this App. It allows TQ to interact with other Apps like Facebook.

SDK's also provide us with tracking analytics, data trends and accurate insights on how users interact with TQ to help us enhance user experience.

If you use Facebook to login to TQ, any use of Facebook by you is subject to Facebook's terms and conditions, privacy policies and any of Facebook's supplementary terms.

By agreeing to these terms and conditions, you acknowledge and agree that TQ uses APIs and SDKs. Should you not agree to TQ providing your User Data to Facebook and any other social media application, please **contact TQ** via the methods set out below or delete the App from your device.

18 YOUR PRIVACY

18.1 TQ is an organisation that respects and values your privacy and agrees to use all reasonable endeavours to keep your private and Personal Information safely and securely stored at all times to avoid misuse, loss, unauthorised access, modification or disclosure and handle your private and Personal Information in an appropriate manner.

18.2 TQ gathers information in accordance with TQ's Privacy Policy, our obligations under the *Privacy Act 1998* (Cth) and the additional rights provided to Users located in the European Union (**EU**) under the General Data Protection Regulations (**GDPR**).

18.3 To view our Privacy Policy, please click [here](#).

19. COOKIES

- 19.1 From time to time, TQ may use Cookies to us learn more about how you use the TQ App or Website and make it easier for you to use the App on return visits. Please read our Cookies Policy [here](#).

20. UPDATES

- 20.1 TQ will continue to ensure that we provide our users with the best service and experience possible. From time to time we will need to make amendments to our services or Terms and Conditions or Policies (**Updates**). We will notify you of Updates from time to time. You will have the opportunity to read these and accept them in order to continue using our services.
- 20.2 TQ recommends you carefully read, each time you visit the App or Website, the Terms and Conditions as they may affect your rights.
- 20.3 In addition, TQ may from time to time provide enhancements or improvements to the features/functionality of the App, which may include patches, bug fixes, updates, upgrades and other modifications.
- 20.4 Updates may modify or delete certain features and/or functionalities of the Application. You agree that TQ has no obligation to (i) provide any Updates, or (ii) continue to provide or enable any particular features and/or functionalities of the Application to you.
- 20.5 You further agree that all Updates will be (i) deemed to constitute an integral part of the Application, and (ii) subject to the terms and conditions of this Agreement.

21 OMISSIONS AND ERRORS

- 21.1 Whilst TQ makes every effort to ensure the accuracy of the TQ App's content, you acknowledge that periodically omissions or errors may appear in relation to some content of TQ App. If you believe that an error or omission exists on the TQ App, we kindly request that you immediately notify us of the error or omission.
- 21.2 You acknowledge and agree that TQ is not in any way liable to you for any direct or indirect loss, damage, cost or expenses suffered or incurred by you as a result of any error or omission appearing on the TQ App.

22 INDEMNITY

- 22.1 You agree to indemnify and hold harmless TQ and its related corporations, affiliates and the officers, directors, employees and agents of these entities, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including, but not limited to, legal fees) arising from or in connection with:
- a) your use of and access to the TQ App;
 - b) your violation of any term of these Terms and Conditions; and
 - c) your violation of any third party right, including without limitation any copyright, property, or privacy right.

23. TERMINATION

- 23.1 If you breach these Terms and Conditions or create a risk to TQ or other users of the TQ App, or do anything unlawful on the App, we will notify you by email and disable or terminate your access to the App. If we terminate your access

to the TQ App all of your obligations in Clauses 5, 6, 7, 8, 9, 10, 11, 13, 14 and 22 herein remain in force.

- 23.2 We can terminate your licence, subscription, access and/or participation in any aspect of this TQ App or Website at our sole discretion if we believe you have breached any of the Terms and Conditions and/or you have or are facilitating the unlawful activity of a third party in respect of the TQ App or Website and further, we are at liberty to take any other action necessary to enforce these Terms and Conditions.

24. GENERAL

These Terms and Conditions of Use constitute a legally binding agreement between you and TQ concerning your use of the TQ App and Website. These Terms and Conditions of Use are governed by the laws of the State of Victoria and all Federal laws of Australia. Any claim or dispute between you and TQ that arises in whole or in part from the TQ App will be decided exclusively by a court of competent jurisdiction located in the State of Victoria, Australia.

25. SEVERABILITY

If any provision of this agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

26. WAIVER

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this agreement shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute waiver of any subsequent breach.

27. CONTACT US

We are here to help you enjoy your experience using the TQ App.

Should you have any questions concerning TQ, these Terms and Conditions or any other policy, please feel free to contact us at:

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