

User Terms of Use

“Advertiser” means any third party who promotes or advertises their goods and services through the App;

“App” means NightGuru “Content” includes any information, images, sounds, videos or text

‘Experience’ means any experience, meeting, event, promotion, deal, party or other arrangement accessed through or via our App

‘User’ means any user that signs up, uses our App and provides their profile information via the App and website including via any social media platform

“Services” means all experiences, advertisements and promotions that Users access through the App

“We”, “us” means thenightguru.com including their employees, contractors, agents and affiliates and TheNightlifeApp Pty Ltd ABN 43 264 414 938

Disclaimer

We are a third party facilitator only to enable Advertisers to offer Services via our App. We are not responsible for any Advertiser nor User nor do we verify any Services. You are fully responsible for making your own enquiries and ensuring the Services and Experiences are suitable for your requirements. Any use of the App and Services is at your own risk.

General License for Use

If you wish to become a User and communicate with other Users and visitor users and access the Services (including any service offered by us through the Website or any service offered by us through any software/related documentation (collectively, the "Software") downloaded by you from this Website or any other store and/or any instant messaging functionality used by you in connection with such Software) offered through the App, you are required to carefully read these Terms, our Privacy Policy and any other terms and conditions and disclaimers posted on our website and App. You indicate your acceptance by accessing and using our App.

You will use the Services solely for your own internal use, and will not (i) use the Services outside of the scope of the license granted hereunder; (ii) send or store infringing or otherwise unlawful or tortuous material, including material that violates third party privacy rights; and/or (iii) send or store material containing software viruses, worms, Trojan horses, or other harmful computer code, files, scripts, agents, or programs. You will comply with all applicable laws and regulations in your use of and access to the Services.

When signing up and setting up your User profile, you agree:

- . (a) to provide true, accurate, current and complete information about yourself;
- . (b) to ensure you maintain and promptly update such data to ensure it is up-to-date, complete and accurate;
- . (c) to keep all passwords and login information secure. You are solely responsible for the confidentiality and security of your information and all activity that occurs under your login and password. You agree to immediately notify us of any unauthorized use or breach of your login or password;
- . (d) you will not post or transmit to any User or person, individual or entity by any means, any images that contain nudity, images of any person other than yourself, anything that may be considered offensive, abusive or otherwise illegal;
- . (e) you are solely responsible for all Content you transmit or post on or through our App to any, user, visitor or third party;
- . (f) we are not responsible for and accept no liability for any Content transmitted through or posted on our website or App by any person, User, Advertiser, or third party;
- . (g) we are not responsible for Experience you may have or make using the App or via the Services. We do not, nor are we required to do any investigations or checks on any other User or visitor user who may contact you nor any Experience. You are responsible for ensuring you

make your own enquiries and investigations into anyone that contacts you;

- . (h) we are not at all responsible in any manner for any Advertiser nor any of the goods, services or Experiences you may book or purchase with them using or accessed through our App;
- . (i) We are not liable in any manner for any loss or damage you may suffer whether direct, indirect, consequential, or special at any time which may result from any Experience, your interaction with any other User or user visitor or your use of our App or Services;
- . (j) you use this App and access and use any Services at your own risk. You need to ensure you take all reasonable care regarding your personal security when using the Services, Experience and in particular in providing any personal details and ensuring your own safety;
- . (k) you also agree you will use this App and Services in good faith and will not stalk, defame, abuse, threaten, harass or otherwise cause distress or violate any rights of any person;
- . (l) you also agree not to commit any criminal or illegal offence or crime or violate any law of any jurisdiction;
- . (m) you will not publish, post, distribute or disseminate any defamatory, infringing, obscene, indecent, or unlawful material or information;
- . (n) we do not make any representations or warranties regarding the accuracy, reliability, completeness of any Content posted on our website or transmitted through our App;
- . (o) we are not responsible for any false, misleading, incorrect or otherwise inaccurate details of any Content, Experience, Services or purchase you may make from any other User, visitor, Advertiser, or otherwise using the App. Any purchase you make is a contract between you and the Advertiser or other third party and we are in no way responsible. You agree to address any issues, claims or disputes directly with the party involved.

- . (p) that in accordance with you enabling location services for use through the App, we may collect your location data, analyse your location data, and pass your location data to third parties.
- . (q) that you are aware and consent to the App disclosing your location data to other Users that you are connected with through the App as a result of your status as 'Facebook friends'.
- . (r) that you consent to receive communication from TheNightlifeApp Pty Ltd and third parties through the App in relation to your demographic information, behavioural information, and your interaction within the App and the venues providing content within the App.

You warrant:

- . (a) you are at least 18 years of age or older to use our software, App and to access the Services;
- . (b) you shall not impersonate another person, use a false name or name you are not legally authorized to use, create a false identity, or otherwise attempt to mislead others as to the identity or origin of any correspondence or communications and relating to your use of the App;
- . (c) your profile truthfully describes you and is not inappropriate, sexually explicit or otherwise illegal or offensive;
- . (d) you shall not knowingly provide inaccurate, misleading or false information to any User, any other user or using our App; and
- . (e) you will not post any Content that contains viruses, codes, files or programs that are designed to or may interrupt, damage, limit or destroy the functionality of other computer software or hardware.

Limitation of Liability

We are not responsible for nor do we accept any liability with respect to any communications, Experience or information posted on the App or website.

You acknowledge that you use the App and any Services at your own risk. We are not responsible for your use of and conduct in connection with the Services in any circumstance. We are not liable in any manner for any injury, loss or damage you may suffer whether direct, indirect, consequential, or special at any time which may result from any Experience, your interaction with any other User or user visitor or your use of our App and Services. We are not liable for any damages that may occur as a result of a relationship which is formed between you and a third party through the App. We are not liable for any damages that may occur as a result of a relationship which is formed between you and another User through the App, nor any damage that may occur as a result of your interaction with each other within the App or physical interactions. In any case, our liability is limited to the amount paid by you to us in the last year for use of the App or \$100AUD.

You agree to indemnify us for any loss, damage, cost or expense that we may suffer or incur as a result of or in connection with your use of or conduct in connection with your use of our App or the Services, whether direct or indirect and your breach of any Terms. In particular, you agree to indemnify us for any Advertiser or third party claim as a direct or indirect result of your actions or inactions resulting from your use of the App.

We are not responsible for the inability at any time to access our App, nor do we warrant that our App will be free of viruses, errors or that the Content and Services will be correct and available.

Indemnity

You agree, by using our App, to defend and hold NightGuru and TheNightlifeApp Pty Ltd harmless, its officers, directors, employees, agents and third parties against any claims, causes of action, debts, losses, costs, liabilities and expenses (including reasonable legal fees) relating to or arising out of (a) your use of or inability to use the App; (b) any content posted by you through the App; (c) your breach of any Terms or your violation of any rights of a third party; or (d) your violation of any applicable laws, rules or regulations.

Termination

If we have reasonable grounds to suspect the information you provide in your profile or via our App is untrue, inaccurate or incomplete, or that you have breached any Terms, or for any other reason including if, in our opinion, you have breached the purpose of our App, in our sole discretion we have the right to immediately withdraw your access of your use of the App and access to the Services and terminate your profile. We may also deny the use of our App to you in the future.

Governing Law

These Terms are governed by the laws of New South Wales which are in force from time to time and both you and we agree to submit to the non-exclusive jurisdiction of the Courts of New South Wales for determining any dispute concerning these Terms.

Use of Information

1. We require certain information to allow us to operate our app. TheNightlifeApp Pty. Ltd. collects the details provided by you, together with information we learn about you from your use of our service and your visits to our web site and other sites accessible from them.

We may collect information in connection with your participation in any deals, events, promotions, competitions or interactions between you and the App and information you provide when giving us feedback.

We will use your information to provide and personalise our service. We will also use your contact details to communicate with you. We may use your information to send you offers and news about our products and services or those of other carefully selected companies which we think may be of interest to you. We may contact you by post, email, telephone (including SMS) or fax for these purposes.

Your data may be used for the following purposes: accounting, billing and

audit, credit or other payment card verification and screening, immigration and customs control, safety, security, health, administrative and legal purposes, statistical and marketing analysis, systems testing, maintenance and development, customer surveys, analytic generation, analytic disclosure to third parties, customer relations and to help us in any future dealings with you, for example by identifying your requirements and preferences.

The information that you provide to us will be held in our systems, which are located on our premises or those of an appointed third party. We may also allow access to your information by other third parties who act for us for the purposes set out in this policy or for other purposes approved by you. It is possible that your data may be processed outside of Australia.

We will retain your information for a reasonable period or as long as the law requires.

2. Your information may be used by TheNightlifeApp Pty. Ltd. And passed to affiliated businesses. We may pass on your information to third party licensed venues, beverage companies, marketing analysis companies, or any other third party related to the operation of our business in return for consideration.

From time to time, we make certain third party offers available through our app and website. If you choose to accept such an offer, we will disclose your contact and billing information to the third party who made the offer available to you.

3. In using our service, you consent to the collection and use of this information by TheNightlifeApp Pty. Ltd. in the ways described above.

Responsible Service of Alcohol

TheNightlifeApp Pty. Ltd. supports the Responsible Service of Alcohol. It is an offence in New South Wales for a person under the age of 18 years of age to falsely represent themselves to be of, or over 18 years of age. We reserve the right to refuse to enter into the Terms of Use to any person we

suspect to be under 18 years of age, or who is unable to satisfy us that they are 18 years of age or over.