

Drone Sharks

End User Licence Agreement

1. Acceptance of EULA and amendments to EULA

- 1.1 The terms of this document ("**EULA**") govern the relationship between the licensee (**you**) and Drone Sharks Pty Ltd ABN 77 619 480 401 (**Drone Sharks**) in respect of your use of the App and the Services.
- 1.2 By installing, using or accessing the App or Services, you are considered to have accepted the EULA. If you do not agree with or otherwise do not wish to accept the EULA, do not install, use or access the App and/or the Services.
- 1.3 Drone Sharks reserves the right to amend the EULA from time to time. We will notify you when you access the App for the first time following the change. The amendments will be effective 14 days after notification (**effective date**), unless Drone Sharks is required to make the amendments effective earlier to comply with any law (in which case the effective date will be the date of notification). If you do not agree to any amendments to the EULA, you may terminate this agreement in accordance with clause 11(c). Your continued access and use of the App or Services after the effective date represents your agreement to be bound by the amended EULA on and from the effective date.

2. Definitions

In the EULA:

App	means the "Drone Sharks" software application licensed by Drone Sharks under this document.
Apple	means Apple Inc. of 1 Infinite Loop, Cupertino, California, USA.
Apple App Store	means the store operated by Apple through which it makes applications available for devices running the iOS operating system.
Business Day	means a day on which banks are open for business in Sydney, Australia excluding a Saturday, Sunday or public holiday in that city.
Device	means a single device owned or controlled by you.
Generated Content	means content generated, created, made or otherwise brought about as a result of using the App and/or the Services, or uploaded by you to the App.
Government Agency	means any government or governmental, administrative, monetary, fiscal or judicial body, department, commission, authority, tribunal, agency or entity in any part of the world and includes any self-regulatory organisation established under statute or any stock exchange.
Intellectual Property	means any and all present and future intellectual and industrial property rights anywhere in the world including copyright, know-how, designs, patents and trade marks, and any application or right to apply for registration of those rights.
Provider	means a third party provider that provides you with access to the App. Examples of potential Providers include Apple and Google Inc.
Services	means services offered by Drone Sharks by means of the App from time to time.
Update	means an update supplied by Drone Sharks that replaces or supplements the original App.

3. App

3.1 App licence

Subject to the terms of this document, Drone Sharks grants you a non-exclusive, non-transferable licence to:

- (a) use the App on a single Device as permitted by the Usage Rules set forth in the Apple Media Services Terms and Conditions (which can be viewed at <http://www.apple.com/legal/itunes/au/terms.html>), or such greater number of Devices as is provided for in Apple's Usage Rules, if the App was acquired from the Apple App Store; or
- (b) use the App on a single Device, in all other cases.

3.2 Term

Subject to clause 11, the licence granted to you in clauses 3.1 is granted for the duration you have the App installed on the relevant Device.

3.3 Restrictions

- (a) You must not rent, lease, lend, sell, transfer, redistribute or sublicense the App, or make the App available over a network where it could be used by multiple Devices at the same time. If you sell or otherwise dispose of, transfer or assign any Devices containing the App, any copies of the App must be removed before doing so.
- (b) Other than as expressly provided in this document or otherwise permitted by law, you must not copy, decompile, reverse-engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the App, or any part thereof.

3.4 Intellectual Property

Drone Sharks and its licensors retain all right, title and interest to all Intellectual Property rights subsisting in the App, any Updates, and any part thereof.

4. Updates

4.1 Terms

The EULA governs any Updates, unless such an Update is accompanied by a separate licence supplied by Drone Sharks, in which case the terms of that licence will govern to the extent provided for.

4.2 Acknowledgements

You acknowledge and agree that Drone Sharks:

- (a) is under no obligation to provide any Updates;
- (b) can offer optional paid Updates;
- (c) can use Updates to add, remove, modify or otherwise alter features of the App at its sole discretion, and that such changes will not be a breach of this document;
- (d) can require you to install Updates to the App in order to continue using the Services; and
- (e) can provide Updates in such a manner that the App is unable to be reverted to its previous state.

4.3 Other software

In order to obtain, install, update, access, use, or continue to access or use the App and/or Services, you may also be required to update third party software (such as the operating system) on your Device.

You acknowledge and agree that:

- (a) Drone Sharks is not responsible for such third party updates;
- (b) such third party updates may be subject to their own terms and conditions, which Drone Sharks strongly recommends you review prior to implementing the third party update; and
- (c) if you are unable or unwilling to obtain or install such third party updates, you may be unable to obtain, install, update, access, use, or continue to access or use the App and/or Services.

5. Services

5.1 Services offered via the App

- (a) Subject to availability, Services provided through the App include access to live-streamed and recorded video footage of various beaches and coastal locations, video downloading functionality, and the provision of various information regarding weather and safety conditions.
- (b) Drone Sharks can modify or cease to offer the Services, or any part thereof, at any time without prior notice to you.

5.2 Risk

- (a) You acknowledge and agree that:
 - (i) you use the App and the Services, and swim and engage in other activities in the ocean, at your own risk;
 - (ii) swimming and engaging in other activities in the ocean can be a dangerous recreational activity and there is the possibility of injury or death, including from shark attacks and other hazards; and
 - (iii) you are not relying on the App or the Services to detect sharks or other hazards in the ocean when you swim;
- (b) Without limiting clause 5.2(a) you acknowledge and agree that:
 - (i) the shark spotting information Service offered through or in connection with the App:
 - (A) is provided on a strictly "as is" and "where available" basis;
 - (B) is not a comprehensive safety service; and
 - (C) may not spot or be able to notify you of all or any sharks even if they are located in the area that Drone Sharks is monitoring;
 - (ii) notwithstanding your use of the App and the shark spotting information Service you are solely responsible for:
 - (A) your personal safety and determining whether the water is safe to enter;
 - (B) taking reasonable precautions for your safety including looking out for and complying with any safety warnings and directions given by lifeguards and government authorities whilst in the water; and
 - (C) ensuring that any third parties with whom you share information obtained through the shark spotting information Service understand and agree to the terms of this clause 5.2 as if this clause applied between Drone Sharks and that third party; and
 - (iii) subject to clause **Error! Reference source not found.**, Drone Sharks:
 - (A) does not guarantee the accuracy, correctness or completeness of information provided through the shark spotting information Service; and
 - (B) excludes all liability for, and you hereby release Drone Sharks from, any loss, damage, personal injury, illness or death you may suffer (however arising, including due to Drone Shark's or any other person's negligence) in connection with your use of the shark spotting information Service, including any failure to detect or warn you of a shark or other hazard when you are swimming.

6. User account

6.1 Requirement

- (a) In order to use the App and/or the Services, or parts thereof, you will be required to create a user account.
- (b) Drone Sharks may require personal information (including but not limited to your name, postal address, email address, mobile phone number and location data) to facilitate your use and access to the App and Services and your account.

- (c) Drone Sharks may obtain certain details about you which are held by the Provider in order to provide the information we require to create your user account.

6.2 Limits

You must ensure that:

- (a) no more than one user account is registered per licensed copy of the App;
- (b) you do not register multiple user accounts, as an individual is only permitted to have a single user account; and
- (c) you do not allow multiple people to use the same user account.

6.3 Security

- (a) You are responsible for protecting the confidentiality of your password.
- (b) You acknowledge and agree that you will be responsible for any activities engaged in using your account, whether or not access is authorised by you.
- (c) Drone Sharks may require that you change your password if Drone Sharks suspects the security of your account has been breached.

6.4 Updates

You must promptly update your account details if any of your contact details (including email address or mobile phone number) change. You will be liable for any unauthorised access or use of your account which results from your failure or delay to notify us of changes to your contact details.

7. Advertising

You acknowledge and agree that:

- (a) the App and/or the Services may feature advertisements from Drone Sharks and/or third parties;
- (b) Drone Sharks may at its sole discretion introduce advertising into any App or Services that do not presently contain advertising;
- (c) Drone Sharks is not responsible for the content of any third party advertisements, nor the content of any website or other materials that may be linked to by third party advertisements, and you view such third party websites and materials at your sole risk; and
- (d) any provision of information to third party advertisers by Drone Sharks will be governed by Drone Sharks' Privacy Policy (see clause 15).

8. Your obligations

8.1 Restricted parties

You warrant and represent that the following statements are true and correct:

- (a) you are not located in a country that is subject to an embargo by the governments of the United States of America or the Commonwealth of Australia or of a country that has been designated by the United States of America or the Commonwealth of Australia as a "terrorist supporting" country; and
- (b) you are not included on any list of prohibited or restricted parties by the governments of the United States of America or the Commonwealth of Australia.

8.2 Third party services

- (a) You may be required to use certain third party services (for example, a Provider's software marketplace) in order to obtain, install, update, access, use, or continue to access or use the App and/or Services.
- (b) Access to the App and/or Services, or parts thereof, may require your Device to be connected to the internet or require other third party services.
- (c) Your use of third party services may be subject to fees and separate terms and conditions, and you acknowledge that Drone Sharks is not liable for the activities of any such third parties.
- (d) You must comply with any applicable third party terms of agreement when using the App and/or Services. You are responsible for ensuring that your installation and use of the App and/or Services

does not cause you to exceed any data usage quotas or other limitations that may apply to your internet service or other services acquired from third parties.

- (e) The App and Services may contain links (including via advertisements) to third party websites or other third party content or services. Those links are provided for convenience only and may not remain current or be maintained. You acknowledge that such links should not be construed as an endorsement, approval or recommendation by us of the third parties, or of any content or services provided by them, and that your use of any third party content or services may be subject to separate terms and conditions.

8.3 Restrictions

You agree that you will not:

- (a) attempt to disrupt the normal operation of the App or Services, or any infrastructure operated by Drone Sharks or other business activities of Drone Sharks;
- (b) attempt to gain unauthorised access to the App and/or the Services;
- (c) make any automated use of the App and/or the Services;
- (d) impersonate any other person in using of the App and/or Services;
- (e) upload or create any Generated Content which infringes third party rights (including Intellectual Property rights) or breaches any law; or
- (f) use the App and/or the Services in connection with the actual or attempted contravention of any applicable laws.

9. Apple App Store

If you obtained the App from the Apple App Store, you and Drone Sharks acknowledge and agree that (to the full extent permitted by applicable law):

- (a) this document is concluded between you and Drone Sharks only, and not with Apple, and Drone Sharks, not Apple, is solely responsible for the App and the content thereof;
- (b) Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App, either under this EULA or applicable law;
- (c) Drone Sharks, not Apple, is responsible for addressing any claims by you or any third party relating to the App or your possession and/or use of the App, including but not limited to:
 - (i) product liability claims;
 - (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; or
 - (iii) claims arising under consumer protection, privacy or similar legislation;
- (d) in the event of any third party claim that the App or possession and/or use of the App by you infringes that third party's Intellectual Property rights, Drone Sharks, not Apple, will be solely responsible for the investigation, defence, settlement and discharge of any such claim;
- (e) Apple, and Apple's subsidiaries, are third party beneficiaries of the EULA;
- (f) upon your acceptance of this EULA, Apple will have the right (and will be deemed to have accepted the right) to enforce the EULA against you as a third party beneficiary thereof; and
- (g) in the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price to you. You acknowledge that, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, damages, costs or expenses attributable to any failure to conform to any warranty will be dealt with by Drone Sharks in accordance with this agreement.

10. Support

Unless otherwise specified in this EULA or agreed pursuant to a separate written agreement between you and Drone Sharks, Drone Sharks will not be obliged to support the App or the Service, whether by providing advice, training, error-correction, modifications, updates (including Updates), new releases or enhancements or otherwise, or to provide any hosting, telecommunication, internet or other services in relation to the use of the App or the Service by you.

11. Termination and suspension

- (a) This agreement can be immediately terminated by Drone Sharks in the following circumstances:
 - (i) you are in breach of any term of this document;
 - (ii) you become bankrupt, are wound up or become subject to administration or receivership or any similar thing under any law.
- (b) Drone Sharks may terminate the agreement if it decides to withdraw the App from the market (in which case Drone Sharks will endeavour to give you at least 14 days notice before doing so).
- (c) You may terminate this agreement at any time by deleting the App from your Device.
- (d) Upon termination of this agreement, your licence to the App immediately ends, you must delete the App from your Device and any remaining copies of the App and any associated documentation or otherwise return or dispose of such material in the manner directed by Drone Sharks.
- (e) Termination pursuant to this clause will not affect any rights or remedies which a party may have otherwise under this agreement or at law.
- (f) Drone Sharks may suspend your access to the App or Services without notice to you where Drone Sharks reasonably believes your access should be suspended, including where:
 - (i) necessary to comply with any law;
 - (ii) Drone Sharks believes that there is a risk of fraud or security breach; or
 - (iii) you have not accessed the App for a period of 6 months or more.
- (g) If Drone Sharks has the right to terminate the agreement pursuant to clause 11(a), it may instead of terminating the agreement:
 - (i) immediately suspend your access to the App and Services;
 - (ii) notify you of the breach giving rise to the right to terminate and request that you rectify the breach within the period specified in that notice. If you fail to rectify the breach within this period, Drone Sharks may terminate the agreement.
- (h) Nothing in this clause limits any right Drone Sharks may have pursuant to this document to modify the App by way of Update, including by removing or amending any features or functionality from the App, or to modify, suspend or cease offering the Services or any part thereof.

12. Warranties and liability

12.1 Your Statutory Rights and Warranties

- (a) **YOU MAY HAVE STATUTORY RIGHTS AND WARRANTIES UNDER APPLICABLE LAWS, INCLUDING CONSUMER GUARANTEES UNDER THE AUSTRALIAN CONSUMER LAW, WHICH CANNOT LAWFULLY BE EXCLUDED AND NOTHING IN THIS DOCUMENT HAS THE EFFECT OF EXCLUDING, RESTRICTING OR MODIFYING SUCH STATUTORY RIGHTS, WARRANTIES OR CONSUMER GUARANTEES.**
- (b) All implied terms, conditions, guarantees and warranties which otherwise might apply to or arise out of this agreement are excluded other than:
 - (i) those set out in this agreement; and
 - (ii) any term, condition, guarantee or warranty which cannot lawfully be excluded or modified by agreement under applicable laws including those under the *Competition and Consumer Act 2010* (Cth) (**Non-excludable Terms**).
- (c) If a party is liable for a breach of a Non-excludable Term, where it is permissible under applicable law to limit liability for such Non-excludable Term, the party's liability is limited to (at the breaching party's option):
 - (i) in the case of goods, including the App (to the extent the App is considered a good under applicable law) – repairing, replacing or supplying equivalent goods, or paying the cost of any of those remedies to you; or
 - (ii) in the case of services, including the Services – supplying the services again or paying the cost of having the services supplied again.

12.2 Disclaimer

Subject to clause **Error! Reference source not found.**, you acknowledge and agree that:

- (a) given the nature of the App, the App and Services cannot be guaranteed to be error free, uninterrupted and available at all times;
- (b) the App and related Services (including any weather and safety information supplied via the App) are provided on an “as is” and “as available” basis; and
- (c) you have exercised your independent judgment in acquiring the App and the Services and have not relied on any representation made by Drone Sharks which has not been stated expressly in this agreement.

12.3 Exclusion and limitations of liability

Subject to clause **Error! Reference source not found.**, and only to the extent permitted by applicable law:

- (a) Drone Sharks will not be liable to you in connection with this agreement for any indirect or consequential loss, damage, liability or expense (including loss of profits and loss of data) you suffer or incur, whether arising under contract, tort (including due to Drone Shark's or any other person's negligence), under statute or otherwise;
- (b) Drone Sharks does not accept liability for any claims, damages or loss (however arising, including due to Drone Shark's or any other person's negligence) you may incur arising directly or indirectly from:
 - (i) a failure to provide any App or Service, or any part thereof;
 - (ii) any incompleteness, inaccuracy or unavailability of information provided (or unable to be provided) through the App;
 - (iii) corruptions to or loss of data, errors or interruptions occurring in the course of using, or as part of, any Service or App;
 - (iv) any suspension or discontinuance of any Service, or any part thereof; or
 - (v) any use of the Services by other users, including any use of the Services by other users in manner which contravenes this document; and
- (c) any loss, damage, liability or expense you suffer or incur in connection with this agreement and which is not excluded under clause 12.3(a) or 12.3(b), whether arising under contract, tort (including negligence), under statute or otherwise, is limited to the sum of AUD\$10.

12.4 Indemnity for third party claims

You will indemnify Drone Sharks against all liabilities, costs, losses and expenses which Drone Sharks may suffer or incur in connection with any third party claims or allegations against Drone Sharks that are caused by your breach of this agreement.

13. Intellectual Property

13.1 No transfer

This agreement does not constitute a transfer or conveyance of any Intellectual Property owned by Drone Sharks as at the date of this document, including but not limited to all Intellectual Property associated with the App and the Services, and its functionality, features and content (including any video content made available to you through the App), or operate as a future transfer of any Intellectual Property owned by Drone Sharks any time thereafter.

13.2 Acknowledgement

You acknowledge that the App and materials provided in the course of the Services (including video footage made available through the App) are protected by copyright and may also be protected as other forms of Intellectual Property owned by Drone Sharks or its licensors. You will not during or at any time after the termination of this agreement undertake or permit any act which infringes or attempts to infringe those Intellectual Property rights and, without limiting the generality of the foregoing, you specifically acknowledge that you must not copy the App except as otherwise expressly authorised by this agreement.

13.3 Generated Content

The App and/or the Services may allow you to create or upload Generated Content. To the extent that any Generated Content created by you gives rise to any Intellectual Property rights, you will retain ownership of such rights, and you hereby automatically grant to Drone Sharks a worldwide, perpetual, irrevocable, royalty-

free, transferable and sub-licensable licence to use, exploit and modify this Generated Content in any way and for any purpose, without compensation to you. You warrant that you have the right to grant this licence and to upload the Generated Content and that Drone Sharks' use of the Generated Content in accordance with this EULA will not breach any third party Intellectual Property rights. You further consent to Drone Sharks and its successors, assigns and licensees doing anything in respect of such Generated Content which would, but for this consent, infringe your moral rights. To the extent that the Generated Content contains content that is owned or licensed by Drone Sharks (**Drone Sharks Content**), your use of the Generated Content is subject to the rights (including intellectual property rights) of Drone Sharks and its licensors in the Drone Sharks Content.

14. Security

- (a) Unfortunately, no data transmission over the internet can be guaranteed as totally secure. Whilst Drone Sharks strives to protect such information and keep your personal information confidential, it does not warrant and cannot ensure the security of any information transmitted to it by you. Accordingly, any information transmitted to Drone Sharks via the App is transmitted at the risk of the sender. Nevertheless, once Drone Sharks receives transmissions from you, it will take reasonable steps to preserve the security and confidentiality of your personal information.
- (b) Users must take their own precautions to ensure that the process which they employ for accessing the App and/or the Services does not expose them to the risk of viruses, malicious computer code or other forms of interference which may damage their Devices. For the removal of doubt, Drone Sharks does not accept responsibility for any interference or damage to Devices which arises in connection with use of the App and/or the Services.
- (c) You must take all reasonable steps to protect the security of your Device, including by ensuring you don't have any viruses or other mechanisms capable of recording your passwords or access codes to the App.
- (d) If you suspect that there has been unauthorised access to your account or there is any other security breach or issue relating to the App, Services or your account, you must notify Drone Sharks immediately (see clause 17 for contact details) and change your account password.

15. Privacy, data and geographical information

15.1 Privacy statement

- (a) Use of the App and Services is subject to Drone Sharks' Privacy Policy.
- (b) Drone Sharks may collect your personal information via the App, using Drone Sharks' remote piloted aircraft (as described in clause 15.3), or the Provider and Drone Sharks' contractors and agents, and may disclose such information to its related companies, agents, contractors and service providers, for purposes that include:
 - (i) providing and allowing you to access and have the benefit of the Services and the App;
 - (ii) conducting the activities described in clause 15.3; and
 - (iii) communicating with you,as well as other purposes that are described in Drone Sharks' Privacy Policy.
- (c) Drone Sharks may make disclosures of your personal information to recipients based overseas. If you don't provide the information Drone Sharks requests, you may not be able to set up an account, use the App or certain functionality and features or be able to utilise the Services. Drone Sharks' Privacy Policy contains information about:
 - (i) how you can seek access to the personal information Drone Sharks holds about you and seek the correction of such information; and
 - (ii) how you can complain about a privacy breach and how Drone Sharks will deal with such complaints.
- (d) By entering into the EULA, you consent to Drone Sharks collecting, using and disclosing your personal information in accordance with this clause 15.

15.2 Geographical information

If you have provided Drone Sharks with permission to access your Device location, you consent to receiving push notifications and other electronic communications (including SMS).

15.3 **Consent to use of remote-piloted aircraft (drones)**

By entering into the EULA you:

- (a) acknowledge that:
 - (i) Drone Sharks operates a fleet of remote-piloted aircraft (**Drones**) at various beaches and coastal locations for the purpose of providing Services in connection with the App;
 - (ii) the Drones are mounted with video cameras that are used to shoot video footage that is live-streamed through the App and recorded for future playback through the App;
 - (iii) if you swim or conduct activities in the vicinity of the Drones, you may be recorded in video footage captured by the Drones;
 - (iv) footage captured by the Drones is made available to the public through the App, and may be included in entertainment video content produced by (or on behalf of) Drone Sharks;
 - (v) the App allows you to request that Drone Sharks use the Drones to specifically capture video footage of you; and
 - (vi) the Privacy Policy does not apply to video footage that is captured by the Drones to the extent it does not constitute personal information; and
- (b) agree that, to the extent that Drone Sharks requires your consent under applicable laws and regulations (including civil aviation safety laws and regulations) in order to:
 - (i) record video footage of you using the Drones and make this footage available to the public; or
 - (ii) fly the Drones within particular operating parameters (for example, at a particular height or within a particular distance of you); OR
 - (iii) drop a safety device (such as a life jacket) to you from the Drone (where Drone Sharks is permitted under applicable law to do so),

you consent to these activities to the fullest extent permitted under such laws and regulations.

15.4 **Other data**

You agree that Drone Sharks may collect and use technical data and related information, including but not limited to technical information about the App, the Services, the Devices, system and application software, and peripherals that is gathered periodically. In addition to any other rights it may have to use this information pursuant to its Privacy Policy, Drone Sharks may use this information (as long as it is in a form that does not personally identify you) to improve its products or to provide services or technologies to you.

16. **General**

16.1 **Assignment and sub-contracting**

- (a) You cannot assign, novate or otherwise transfer any of your rights or obligations under this agreement without the prior written consent of Drone Sharks which consent can be granted or withheld in the absolute discretion of Drone Sharks. An assignment in breach of this clause is intended by the parties to be void and of no force and effect.
- (b) Drone Sharks can assign, novate or otherwise transfer any of its rights or obligations under this agreement at its sole discretion, on written notice to you. Drone Sharks may subcontract the performance of its obligations under this agreement to any person and without notice to you, but will remain liable to you for the performance of its obligations notwithstanding any such sub-contracting.

16.2 **Waiver**

A party's rights or remedies under this agreement are not waived by it unless such waiver is in writing and signed by the party granting the waiver. No delay or omission of a party in exercising any rights or remedies shall operate as a waiver of such rights or remedies.

16.3 **Severance**

If a provision in this agreement is wholly or partly void, illegal or unenforceable in any relevant jurisdiction, that provision or part must, to that extent, be treated as deleted from this document for the purposes of that jurisdiction. This does not affect the validity or enforceability of the remainder of the provision or any other provision of this agreement.

16.4 **Governing law and jurisdiction**

The EULA is governed by and is to be construed under the laws in force in New South Wales, Australia. Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in New South Wales and courts of appeal from them in respect of any proceedings arising out of or in connection with the EULA.

16.5 **Further assurances**

You agree that you will, at your own expense, do all things and execute all further documents necessary to give full effect to the EULA and the transactions contemplated by it.

16.6 **No reliance**

You acknowledge and agree that you have not relied on any statement by Drone Sharks which has not been expressly included in this document.

16.7 **Entire agreement**

- (a) The EULA constitutes the entire agreement between you and Drone Sharks regarding access and use of the App and Services, and subject to sub-clause (b), supersedes all prior discussions, negotiations, understandings and agreements in respect of its subject matter.
- (b) Your use of Devices, software or other services may be subject to further terms.

16.8 **Exercise of rights**

- (a) Unless expressly required by the terms of this document, Drone Sharks is not required to act reasonably in giving or withholding any consent or approval or exercising any other right, power, authority, discretion or remedy, under or in connection with this document.
- (b) Drone Sharks may (without any requirement to act reasonably) impose conditions on the grant by it of any consent or approval, or any waiver of any right, power, authority, discretion or remedy, under or in connection with this document. You must comply with any such conditions when relying on the consent, approval or waiver.

16.9 **Clauses that survive termination**

Without limiting or impacting upon the continued operation of any clause which as a matter of construction is intended to survive the termination of this agreement, clauses 3.3, 3.4, 6.3(b), 8.3, 12, 13, 14, 15, 16.4 and this clause 16.9 survive the termination of the EULA.

16.10 **Notices**

Any notice required to be given to you under this EULA may be given by Drone Sharks to you by any legal means, including notification via the App. Any notices required to be given by you to Drone Sharks under this EULA must be sent by mail or email to the contact details set out in clause 17.

16.11 **Interpretation**

In the EULA unless a contrary intention is expressed:

- (a) a reference to a 'person' includes any individual, firm, company, partnership, joint venture, an unincorporated body or association, trust, corporation or other body corporate and any Government Agency (whether or not having a separate legal personality);
- (b) other parts of speech and grammatical forms of a word or phrase defined in the EULA have a corresponding meaning;
- (c) a reference to a party to any document includes that party's successors and permitted assigns;
- (d) a provision of the EULA may not be construed adversely to a party solely on the ground that the party (or that party's representative) was responsible for the preparation of the EULA or the preparation or proposal of that provision;
- (e) the words 'include', 'including', 'for example', 'such as' or any form of those words or similar expressions in the EULA do not limit what else is included and must be construed as if they are followed by the words 'without limitation', unless there is express wording to the contrary;
- (f) if a period of time is specified and dates from a day or the day of an act, event or circumstance, that period is to be determined exclusive of that day;
- (g) if an act or event must occur or be performed on or by a specified day and occurs or is performed after 5.00 pm on that day, it is taken to have occurred or been done on the next day; and

- (h) if anything under the EULA is required to be done by or on a day that is not a Business Day that thing must be done by or on the next Business Day.

17. Contact

In the event that you need to contact Drone Sharks regarding the EULA, the App and/or the Services, please use the following details.

Drone Sharks Australia Pty Ltd

Email: info@dronesharkapp.com.au