

MINGL – WEBSITE TERMS OF USE

Mingl is owned and operated by Conmigo Pty Ltd. Our website is available at: <https://www.minglapp.com.au/> (the Mingl Platform) and may be available through other addresses or channels.

The Mingl application is a marketplace connecting individuals to businesses, services and attractions across the world in a user-friendly interface. We provide both macroscale and micro directions to ensure our members have access to all points of entry once at a desired location. Mingle provides constant updates in services provided and current specials whilst tailoring to your specific needs. Upon using our platform, Members will have access to real-time services within specified distances from their location at any given time. Never be late again using our state of the art augmented reality technology crafted for the ever-changing landscape of our world.

Users of Mingl are Members of Mingl for the purposes of this agreement. Registered businesses of Mingl are Partners for the purposes of this agreement. The role of Mingl is limited to facilitating access to our Partners on our platform. Partners will have access to dynamic real-time data on traffic and insights, and other analytics with the ability to amend advertising using our platform. Advertising illicit or illegal services are strictly prohibited.

Members are directly entering into a binding agreement with our Partners. Mingl does not become a participant in any contractual relationship between the Members of Mingle and our Partners. Mingl is not an employer or an agent, in any capacity, for any of our Partners.

These guidelines are intended to maximise utility of use for the Members of Mingl so its use can be an enjoyable experience. If you do not adhere to these terms and conditions, you may lose access to our platform. For the purpose of these Terms of Conditions, the Mingl Platform will be referred to as our Site.

Consent: By accessing and/or using Mingl, you agree to these terms of use and our Privacy Policy. This Agreement and all policies and guidelines related to the services provided by Mingl, together with the Australian Consumer Law contained within Schedule 2 to the Competition and Consumer Act 2010 (Cth) ("Australian Consumer Law"), form the entire agreement between you and us. Please read these Terms carefully and immediately cease using our Site if you do not agree to them.

Variations: We may, at any time and at our discretion, vary these Terms by publishing the varied terms on our Site. We recommend you check our Site regularly to ensure you are aware of our current terms. Materials and information on the Mingl platform are subject to change without notice. We do not undertake to keep our Site up-to-date and we are not liable if any Content is inaccurate or out-of-date.

Members' Use: By accessing Mingl and using our services:

- a. You accept these Terms and Conditions and our Privacy Policy which form a binding agreement between you and Mingl;
- b. You represent and warrant that:
 - You have the authority, capacity and right to agree to and abide by the terms of this agreement;
 - You agree that Mingl has no control over any conduct, quality of products or services provided by our Partners;
 - You are using the platform of Mingl at your own discretion and should always exercise caution and due diligence when using our services for direction, especially in the case of driving;

- We do not guarantee the availability, existence, legality or safety of entry into any and all buildings or edifices owned or operated by our Partners;
 - We reserve the right to deny access to our platform at any given time without notice
 - You as a Member are responsible for your safety on the road and the safety of others whilst using our platform
- c. You must not commit to any act or engage in any activity that is harmful to the goodwill, reputation or systems of Mingl;
- c. You must not create Accounts with Mingl through unauthorised means, including but not limited to using bots and scripts;
- c. You must not engage in harassment or malice with Partners of Mingl.

Mingl is a multicultural and diverse group of individuals. You must adhere to respecting the beliefs and interests of other Members and our Partners whilst you are using Mingl. We have a no tolerance policy on anti-social behaviour such as bullying, harassment, vandalism or other damage to property, and hate speech. Mingl encourages the reporting of such behaviour directly to our admin team.

Mingl recommends that you peruse each of our Partner's addresses, reviews, products and services separately and not solely rely on our platform for information pertaining directions and use of their products and services.

Partners' Use: To access Mingl and have access to our Members for the purposes of advertising, increased traffic and increased revenue:

- a. You must register for an account with Mingl and accept these Terms and Conditions and our Privacy Policy which form a contractual agreement between you and Mingl.
- b. You must provide us with your accurate and complete contact details including your business entity details, Director information, phone number(s), email address, business address, business practices, terms and conditions or use, and any relevant information that may assist our Members in understanding your products and/or services.
- c. Once your business has been verified through our identification guidelines and due diligence, your business will become available in our platform's search engine and appear on our interactive map for ease of access by our Members.
- d. When updates to your services, change of business address or other relevant changes are made, you must advise our team by emailing info@minglapp.com.au so the Mingl team can process the relevant changes. In the event that the request is not made, you agree to allow outdated information to appear on our platform until otherwise advised.
- e. If your contact information changes, you must notify us immediately and amend your account accordingly to reflect those changes.
- f. You must agree and acknowledge that:
- Your business is registered within Australia with a current ABN;
 - You are the Director and/or Signatory for the company if your business is owned by a company in Australia
 - The information provided relates to your business only and no other third party unaffiliated with your business;
 - Mingl reserves the right to deregister or delete your profile and access to our platform for any reason without notice and without liability;
 - You are not an agent or employee of Mingl and there is no contractual or implied contractual agreement of agency, employer/employee or independent contractor, between Mingl and its Partners;
 - We do not make any guarantees as to how often our Members come into contact with our Partners using our platform
 - We may need to edit the Material displayed on our platform if required to improve visibility and ease of use for our Members to ensure it fits within the dimensions available on our platform

- We reserve the right to review and approve the supplied content before it is displayed on the Mingl platform and where required, request amendments to the content if it does not comply with the legislative requirements of advertising defined by the ACCC.

Partners' Licence to use our Site: We grant you a non-exclusive, royalty-free, revocable, worldwide, non-transferable licence to use Mingl in accordance with these Terms and Conditions. All other uses are prohibited without our prior written consent.

Prohibited conduct: You must not do or attempt to do anything: that is unlawful; prohibited by any laws applicable to Mingl; which we would consider inappropriate; or which might bring us or our platform into disrepute, including (without limitation):

- (a) anything that would constitute a breach of an individual's privacy or any other legal rights;
- (b) using our Site to defame, harass, threaten, menace or offend any Member or Partner;
- (c) interfering with any Member or Partner using our Site;
- (d) tampering with or modifying our Site, knowingly transmitting viruses or other disabling features, or damaging or interfering with our Site, including (without limitation) using trojan horses, viruses or piracy or programming routines that may damage or interfere with our Site;
- (e) facilitating or assisting a third party to do any of the above acts.

Exclusion of competitors: You are prohibited from using Mingl, including the Content, in any way that competes with our business.

Intellectual Property rights: Unless otherwise indicated, we own or licence all rights, title and interest (including intellectual property rights) in the Mingl Platform and all of the Content. Your use of Mingl and your use of and access to any Content does not grant or transfer to you any rights, title or interest in relation to Mingl or the Content. You must not:

- (a) copy or use, in whole or in part, any Content;
- (b) reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any Content to any third party; or
- (c) breach any intellectual property rights connected with our Site or the Content, including (without limitation) altering or modifying any of the Content, causing any of the Content to be framed or embedded in another website or platform, or creating derivative works from the Content.

Partner Content: You may be permitted to post, upload, publish, submit or transmit relevant information on Mingl. By making this information available, you grant to us a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free licence to use the Partner Content, with the right to use, view, copy, adapt, modify, communicate, publicly display, transmit, stream, access, or otherwise exploit such Member Content on, through or by means of our Site to any Member on or through our Site,.

You agree that you are solely responsible for all Partner Content that you make available on or through our Site. You represent and warrant that:

(a) you are either the sole and exclusive owner of all Content or you have all rights, licences, consents and releases that are necessary to grant to us the rights in such Content (as contemplated by these Terms); and

(b) neither the Content nor the uploading, publication, submission or transmission of the Content or our use of the Content on, through or by means of our Site will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

We do not endorse or approve, and are not responsible for, any Content provided by our Partners. We may, at any time (at our sole discretion), remove any Partner Content.

You acknowledge and agree that there may be differences between the Partner's Material and real life. After making reasonable enquiries, we can determine whether the Content supplied by the Partner is that of the Partner and accurate. Mingl will not be liable for any loss or damage that is a result of our Members using our platform.

Payment method

Mingl does not charge for use of our platform at this stage by our Members or Partners. We reserve the right to change our policy on use of our platform including payment for our services, as well as the payment processing service provider without notice.

We reserve the right to delay subscription renewal or cancel any payment for the purposes of risk assessment or preventing any unlawful activity.

The Partner is responsible for ensuring sufficient funds are held in their nominated account to pay fees. If a payment fails, your membership subscription may be temporarily suspended until payment is received.

Third party sites: Our Site may contain links to websites operated by third parties. Unless expressly stated otherwise, we do not control, endorse or approve, and are not responsible for, the content on those websites. You should make your own investigations with respect to the suitability of those websites.

Discontinuance: We may, at any time and without notice to you, discontinue our Site, in whole or in part. We may also exclude any person from using our Site, at any time and at our sole discretion. We are not responsible for any Liability you may suffer arising from or in connection with any such discontinuance or exclusion.

Warranties and disclaimers: To the maximum extent permitted by law, we make no representations or warranties about our Site or the Content, including (without limitation) that:

- (a) they are complete, accurate, reliable, up-to-date and suitable for any particular purpose;**
- (b) access will be uninterrupted, error-free or free from viruses; or**
- (c) our Site will be secure.**

You read, use and act on Mingl and the Content at your own risk.

Limitation of liability: To the maximum extent permitted by law, we are not responsible for any loss, damage or expense, howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent liability suffered by you or any third party, arising

from or in connection with your use of our Site and/or the Content and/or any inaccessibility of, interruption to or outage of our Site and/or any loss or corruption of data and/or the fact that the Content is incorrect, incomplete or out-of-date.

Indemnity: To the maximum extent permitted by law, you must indemnify us, and hold us harmless, against any Liability suffered or incurred by us arising from or in connection with your use of our Site or any breach of these Terms and Conditions or any applicable laws by you. This indemnity is a continuing obligation, independent from the other obligations under these Terms and Conditions, and continues after these Terms and Conditions end. It is not necessary for us to suffer or incur any Liability before enforcing a right of indemnity under these Terms.

Termination: These Terms and Conditions are effective until terminated by us, which we may do at any time and without notice to you. In the event of termination, all restrictions imposed on you by these Terms and limitations of liability set out in these Terms will survive.

Disputes: In the event of any dispute arising from, or in connection with, these Terms and Conditions, the Member or Partner claiming there is a Dispute must give written notice to Mingl setting out the details of the Dispute and proposing a resolution. Within 14 days after receiving the notice, our team will provide an update and attempt to resolve the Dispute or agree on the method of resolving the Dispute by other means, in good faith. All aspects of every such conference, except the fact of the occurrence of the conference, will be privileged. If the parties do not resolve the Dispute, or (if the Dispute is not resolved) agree on an alternate method to resolve the Dispute, within 21 days after receipt of the notice, the Dispute may be referred by either party (by notice in writing to the other party) to litigation.

Severance: If a provision of these Terms and Conditions is held to be void, invalid, illegal or unenforceable, that provision must be read down as narrowly as necessary to allow it to be valid or enforceable. If it is not possible to read down a provision (in whole or in part), that provision (or that part of that provision) is severed from these Terms and Conditions without affecting the validity or enforceability of the remainder of that provision or the other provisions in these Terms and Conditions.

Jurisdiction: Your use of Mingl and these Terms and Conditions are governed by the laws of Queensland Australia. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts operating in Queensland and any courts entitled to hear appeals from those courts and waive any right to object to proceedings being brought in those courts.

Our Site may be accessed throughout Australia and overseas. We make no representation that Mingl complies with the laws (including intellectual property laws) of any country outside Australia. If you access our Site from outside Australia, you do so at your own risk and are responsible for complying with the laws of the jurisdiction where you access our Site.

For any questions and notices, please contact us at:

Connmigo Pty Ltd and ACN 657 745 376 trading as The Mingl App

Email: info@minglapp.com.au

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