

LEAP[™] Developer Terms

For LEAP API, Developer Console & Marketplace

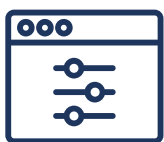
Build great apps for LEAP

We are excited you're interested in building, publishing, and managing LEAP apps!

These Terms set out how we'll help you tap into the LEAP ecosystem of products using REST APIs that let you integrate with LEAP for desktop, web & mobile platforms, as well as the rules that apply.

LEAP Systems

API



For **creating** and **developing** your API Application.

Developer Console



For **creating** and **developing** your API Application.

Marketplace



For **marketing, distributing,** and **selling** your API Application

What's in these Terms?



Key Details



Getting started & building



Rights & obligations



Fees & Payments



Information & Intellectual Property



Resolving issues & ending this agreement



General details & definitions

Ready?

LET'S GO

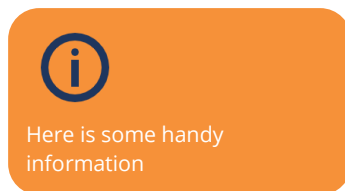
1. About these Terms

What are these Terms

- (a) These are the terms you must agree to in return for us giving you access to our [LEAP Systems](#).
- (b) You accept these Terms when you:
 - ▶ Register a Developer Account; or
 - ▶ Sign an electronic or paper copy of these terms; or
 - ▶ Start using [LEAP Materials](#).

Reading these Terms

- (c) We've tried to make these Terms easy to read and navigate, but just ask if something isn't clear.
- (d) We've also used these extra information guides to help with key parts of these Terms:



Signing these Terms

- (e) When you sign these Terms, you're warranting that you have the proper authority and power to carry out your obligations.
- (f) You warrant that any person signing these Terms and liaising with Us about the LEAP Materials has Your authority and power to do so.
- (g) You acknowledge that you've had the opportunity to get independent legal and financial advice if you choose to.
- (h) **If the person signing these Terms on your behalf is your company officer (for example, a director), then that person agrees to be jointly and severally liable for your obligations under these Terms.**



KEY DETAILS

Fees	\$ amount (ex. GST)
Developer Console and API Access Fee	Access Fee
Marketplace Fees	Revenue Share Fee The amount of the API Application Fees you pay depends on whether your API Application is exclusively available to LEAP or available elsewhere (non-exclusive).
API Application Fee	<input type="checkbox"/> Exclusive to LEAP 15% gross revenue from the sale and distribution of your API Application <input type="checkbox"/> Non-Exclusive to LEAP 30% gross revenue from the sale and distribution of your API Application
Plan requirements	
Your Plan must include, at a minimum:	API Application overview An overview of the API Application to be developed including: <ul style="list-style-type: none"> ✓ a description of the customer problem that the API Application seeks to solve; ✓ a description of functionality, including what the API Application will do and the key features; ✓ how the API Application is expected to interact with our LEAP products and services (and whether this will be via the LEAP App or service level integration); ✓ the customer interface (including wireframes if available); ✓ technical design and/or workflow of the API Application integration (where available); ✓ confirmation that the proposed API Application does not compete with any of the existing LEAP products or services, or create a conflict of interest between you and LEAP Integrations Pty Ltd (to the best of your knowledge); ✓ a list of competitors to the API Application (if known); ✓ any other necessary information that we reasonably request from you. Data flows Outline of the following information in respect of data flows: <ul style="list-style-type: none"> ✓ the expected workflow(s) between the API and the API Application, including the trigger/frequency for calls and data synchronisation design; and ✓ security controls in place over your data storage of LEAP data.
Special Conditions	
	The following special conditions (if any) apply:

GETTING STARTED

2. A key reminder

We have the final say

- (a) We are very particular about what we allow into our systems, so we may approve or reject your Plan and / or your API Application as we see fit.
- (b) Whilst we know you might put a lot of work into your Plan and API Application, we don't have to approve your work or let you re-submit a new Plan or API Application.



We get to decide what goes into our platforms

3. Follow our processes

You must follow our approval process

- (a) You must Register on the Website for a Developer Account and provide any information we reasonably request.
- (b) If we approve your registration, you'll need to create Authorised User Accounts for all Authorised Users.
- (c) When you register with us, you promise us that:
 - ▶ You will comply with all Relevant Laws, these Terms, any LEAP Policies and our reasonable directions in relation to the LEAP Systems;
 - ▶ Any Authorised Users may access the Developer Console in accordance with these Terms and only if they have an Authorised User Account; and
 - ▶ You will ensure all Authorised Users comply with all Relevant Laws, these Terms, any LEAP Policies and our reasonable directions.

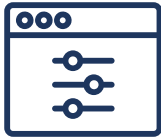
4. Submit your Plan

After we approve your registration, you submit a Plan

- (a) Once we approve your registration, you then need to:
 - ▶ Submit a Plan to us for approval;
 - ▶ Respond to our questions about your Plan, such as providing extra information, changes to your API Application or Plan, and meeting the development conventions we set;
 - ▶ Provide relevant, accurate, complete and current information;
 - ▶ Re-submit an amended Plan where there are any material changes to your Plan or where we request an amended Plan; and
 - ▶ Follow any other reasonable instructions we give you so we can approve your Plan and then later your API Application.
- (b) If we approve your Plan, you can start developing your API Application.

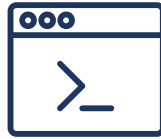
We grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable licence to access and use our:

API



For the purpose of **creating** and **developing** your API Application.

Developer Console



For the purpose of **creating** and **developing** your API Application.

Marketplace



For the purpose of **marketing**, **distributing**, and **selling** your API Application

5. The Developer Console

Approved Plans only

- (a) You may only use the Developer Console to develop the API Application set out in your approved Plan.
- (b) Any other use of the Developer Console without our permission is unauthorised (including personal and non-commercial use).

Authorised Users only

- (c) You must only allow Authorised Users with Authorised User Accounts to access and use the LEAP Systems.



The Developer Console is a LEAP platform which allows you to access the API.

6. The Developer Account

You are responsible for all activity on your Developer Account

- (a) At all times, you agree that you are responsible for:
 - ▶ Your Authorised Users and their actions;
 - ▶ All activity on your Developer Account and Authorised User Accounts, whether that activity is by you, your Authorised Users or any third parties;
 - ▶ Keeping your Authorised Users current and accurate;
 - ▶ Ensuring that each Authorised User Account is used only by the corresponding Authorised User;
 - ▶ Promptly shut down and remove Authorised User Accounts for persons who are no longer Authorised Users;
 - ▶ Making sure that your Authorised Users comply with these Terms;
 - ▶ Preventing Your Authorised Users from sharing, publishing or otherwise making available to any third party any Authorised User Account login or other access details;
 - ▶ Maintaining the confidentiality and security of the Developer Account, the Authorised User Accounts and all content, materials and information in those accounts from accidental, unlawful or unauthorised access, use or disclosure;

- ▶ Immediately notifying us of any unauthorised use of a Developer Account, Authorised User Account or any other unauthorised use;
- ▶ Providing any and all updates, maintenance and support of your API Application to your licensees and third party users;
- ▶ Clearly communicating to any licensee or third party user of your API Application that your API Application:
 - ▶ Belongs to you;
 - ▶ You are not our agent, partner or authorised representative;
 - ▶ No legal relationship whatsoever exists between us and any licensee or third party user; and
 - ▶ We are not responsible for your API Application or other documentation licensed, made available or otherwise distributed by you; and
- ▶ Backing-up your API Application.

7. API terms

You must have terms with your end users and a privacy policy

- (a) Your API Application must include:
- ▶ Legally binding terms of use with licensees and third party users of your API Application; and
 - ▶ A publicly available privacy policy.
- (b) These documents must be separate and additional to any documents you have with us. They must also be compliant with all Relevant Laws (including all applicable consumer and Privacy Laws) and any requirements set by the LEAP Policies.

Your API Application must be lawful

- (c) You must not develop and/or distribute your API Application if, under these Terms, or another agreement, or any Relevant Laws:
- ▶ You do not have full permission, authorisation, right or license(s) to use, upload, and grant use of your API Application, including if you are subject to any government sanction or Relevant Law of a country where you develop or distribute your API Application;
 - ▶ The API Application is objectionable, unlawful, defamatory, fraudulent, deceptive or harmful in any way.

You must test your API Application

- (d) You must thoroughly test your API Application and ensure that it:
- ▶ Performs all functions described in your Plan and associated documents;
 - ▶ Will integrate our products and services (including any other software owned by us or our affiliates) or any other program with which your API Application is intended to be used; and

- ▶ You must keep and maintain all records of your test results of your API Application, and you warrant that you have done so.

What happens after development is complete

- (e) Once development of your API Application is complete, you must:
- ▶ Submit your API Application to us for approval;
 - ▶ Respond to our questions about your Plan, such as providing extra information, written results of your tests of the API Application, changes to your API Application or Plan, and meeting the development conventions we set;
 - ▶ Re-submit an amended API Application where there are any material changes to it, or where we request an amended API Application; and
 - ▶ If we approve your API Application, your API Application will be migrated to the live environment (Marketplace) for distribution in accordance with these Terms.

8. The Marketplace

You authorise us to market and distribute your API Application

- (a) You authorise us to market and distribute your API Application, including via the Marketplace.
- (b) You must hold all necessary authorisations, licences, rights and/or other necessary qualifications necessary (including as stipulated in any Relevant Laws) to enable the API Application to be sold and distributed, including via the Marketplace.



The Marketplace is a LEAP platform for selling and distributing mobile apps.

You grant us a broad licence to your API Application

- (c) You grant us a non-exclusive, royalty-free, sub-licensable and irrevocable right to use, reproduce, publish, distribute, and display any content or marketing material that you may create, post, or submit for the purpose of marketing, distributing, and selling your API Application.

Your API Application is generally exclusively available via the Marketplace

- (d) Unless agreed between the parties in writing, sale and distribution of your API Application will be exclusively via the Marketplace and you must not distribute, sell and/or otherwise make your API Application available to LEAP users via any other platform.
- (e) You may only:
- ▶ Use the Marketplace to market, distribute and/or sell the API Application that has been submitted in your Plan and approved by Us. Unless agreed by us in writing, any other use of the Marketplace is unauthorised (including personal or non-commercial use);
 - ▶ Allow Authorised Users with Authorised User Accounts to access and use the Marketplace. Unless agreed by us in writing, any other person who uses the Marketplace is unauthorised to do so; and



See the **Key Details section** for details on how exclusivity may impact the Fees you pay.

- ▶ Market the API Application, or any other material that refers to Us, LEAP generally, our products and services and/or uses our logos or names, strictly in accordance with these Terms and our brand guidelines (available at dropbox.com/s/po2tdqvugji945e/LEAP-Brand-Guidelines.pdf?dl=0 and updated from time-to-time). Any of your marketing material which does not comply with these Terms or our brand guidelines (in our sole discretion) is unauthorised.

RIGHTS AND OBLIGATIONS

9. Your Rights and Obligations

Things you **must not** do with the LEAP Materials

You must not:

- (a) Create, develop, distribute, or market anything other than the specific API Application approved by us in your Plan;
- (b) Use LEAP Materials with automated or non-human means (including, by bot, code, or script);
- (c) Use, modify or adapt Leap Materials in a way that is contrary to these Terms or against any law (including any Relevant Laws and/or for the purposes of infringing upon any third-party Intellectual Property Rights) or for any illegal or unauthorised purpose;
- (d) Copy, cache, reproduce, convert, reformat, reverse engineer, or otherwise modify or migrate our data and customer records, or LEAP Materials;
- (e) Transfer, sublicense, or on-sell any copy of the LEAP Materials (or any derivative of them);
- (f) Grant access to the LEAP Materials to anyone who is not an Authorised User;
- (g) Submit any viruses, codes, worms, defects, Trojan horses, malware, corrupt files, or any other similar software or programs that are destructive in nature and/or may damage the operation of any computer hardware or software to the LEAP Systems;
- (h) Market your API Application in a way that does not comply with our brand guidelines;
- (i) Do anything that would prejudice our existing right, title, or interest in the LEAP Materials;
- (j) Inhibit another person from using LEAP Materials, including conduct which is unauthorised, disrupts access to or damages a device, network, service, or other property of us or a third party; and
- (k) Create any product, post content, submit material or make statements which are illegal, obscene, defamatory, using false or deceptive, unsubstantiated claims, advertising, infringing of privacy or intellectual property rights, containing commercial referrals, spam, chain letters, political campaigns, or any other solicitation that we consider harmful to third parties or objectionable.



'LEAP Materials' means

- our **API**,
- **Developer Console**,
- the **Marketplace**,
- our products & services,
- logos, brand names,
- related technology,
- website,
- content, & materials.

10. Third Party Products

Third Party Products may involve separate fees and agreements

- (a) You agree your use of, and access to, the Third-Party Products may be subject to additional fees and separate terms from the Third-Party Supplier, which will form a separate agreement between you and the relevant Third-Party Supplier.

11. Our Rights and Obligations

Here is an overview of some key rights we have over our LEAP Materials

- (a) At any time we may:
- ▶ Deactivate a Developer Account and/or Authorised User Account;
 - ▶ Monitor your use of the LEAP Systems including your Developer Account, and use by Authorised Users and any third party;
 - ▶ Request a current list of your Authorised Users and reasonable information about them;
 - ▶ Add, remove or modify any features of our website, LEAP Systems;
 - ▶ Require you to use a modified version of the LEAP Systems, which may not be compatible with your API Application developed using previous versions;
 - ▶ Use third party products and services in supplying you with access to the API, Developer Console, and/or the Marketplace (including incorporating such products and services into the API, Developer Console, and/or the Marketplace);
 - ▶ Impose additional eligibility requirements or restrictions for access to and use of the LEAP Systems;
 - ▶ Provide you with support for the LEAP Systems. However such support is at our discretion and we are not obliged to respond to or fix errors you may encounter in using the LEAP Systems;
 - ▶ Suspend your use of, or access to, the Third Party Products, including on request from the Third Party Supplier of such Third Party Products; and
 - ▶ Discontinue the LEAP Systems.
- (b) We use all reasonable efforts to supply you with the LEAP Materials within any time frames that you require. However, any dates communicated to you are good faith estimates only and are not contractually binding on Us.



We try but can't always give advance notice of changes. We are not liable for any Loss you may suffer because of changes we make.

12. Audits

We may conduct audits

- (a) We may conduct audits to assess whether you and/or your Authorised Users are meeting your obligations under these Terms:
- ▶ This might involve making copies of your (and/or your Authorised Users') records and books as reasonably required to carry out the audit;
 - ▶ Those copies will be your Confidential Information.

- (b) You must co-operate with and take all necessary steps to facilitate (and ensure that all Authorised Users cooperate with and take all necessary steps to facilitate) any audit that we conduct under these Terms.
- (c) If we notify you that an audit has revealed any non-compliance with these Terms, you must immediately rectify such non-compliance (including at our reasonable direction and/or our authorised representative).



'All necessary steps' includes reasonable access to your (and your Authorised Users') systems, facilities, premises, records & books.

We can check your records to ensure Fees are paid appropriately

- (d) If an audit reveals that you have underpaid the Fees in any way, you must immediately pay us the amount of such underpayment and interest on the amount outstanding at the rate of 10% per annum (or the highest amount permitted by law).
- (e) You must pay, or reimburse us for, all costs and expenses relating to any audit (including accounting and legal fees on a solicitor/client basis) which reveals any underpayment of Fees or any other non-compliance by you under these Terms. In all other circumstances, we will bear our own costs and expenses of conducting audits.

RESPONSIBILITIES UNDER THIS AGREEMENT

13. Warranties

We exclude some warranties

- (a) Subject to any express warranties in these Terms and to the fullest extent permitted by law, we exclude all warranties, conditions and representations relating to the LEAP Systems and Third-Party Products, including any warranties or representations relating to quality, accuracy, integration, merchantability, conformity with specifications, reliability, functionality, performance, fitness for use or security and operation.

To be eligible to use LEAP Systems, you must make some promises to us

- (b) In addition to any other warranties you make throughout these Terms, you warrant and represent that:
 - ▶ you are not a minor in the jurisdiction in which you reside;
 - ▶ your creation, development and distribution of your API Application, and your use of the LEAP Materials, will not breach:
 - ▶ Any third party rights (including Intellectual Property Rights);
 - ▶ Any Relevant Laws, including Privacy Laws; and
 - ▶ Any LEAP Policies.
 - ▶ there are no pre-existing rights or obligations which would prevent you from complying with your obligations under these Terms;
 - ▶ you have all necessary rights, authorisations, and licences to create, develop and distribute your API Application;

- all information you provide to us is true, lawful, accurate and complete and you will maintain the accuracy of such information; and
- you will not interfere with our business practices, the way in which we offer our services, the API, the Developer Console, the Marketplace or any Third Party Products or networks used with the API, Developer Console and the Marketplace.

14. Indemnity

You must pay us for Loss in some circumstances

- (a) To the extent permitted by law, you indemnify us (including our affiliates, directors, officers, employees, agents, contractors, end users and licensees) against and you must pay us for any Loss that may be brought against, suffered, or incurred by us in relation to these Terms, or which arises as a consequence of:
- your use of the LEAP Systems;
 - your API Application;
 - any third party use of your API Application, including your relationships or interactions with any users of your API Application;
 - any claim for breach or alleged breach of any third party rights (including Intellectual Property Rights and Privacy Laws);
 - your breach of these Terms, including any failure by your to perform the obligations of these Terms;
 - your negligence, wilful misconduct, fraud, or illegal conduct; and/or
 - any act or omission by you, your Authorised Users, representatives, agents employees and/or contractors, end users, and licensees in relation to the API, Developer Console, the Marketplace and your API Application.
- (b) Unless this indemnity is ended by operation of law or by written agreement between the parties, this indemnity is a continuing and irrevocable obligation that is separate and independent from your other obligations under these Terms or at law.
- (c) We may make a demand on you from time to time under this indemnity. You must pay us immediately on demand any amounts due to us under this indemnity and in a manner that we reasonably require.
- (d) This indemnity is unconditional, except that it does not apply to Loss which is directly caused by us (including our breach of these Terms, our negligence or wilful misconduct and our fraud or illegal misconduct).



You are responsible for all your Authorised Users and other people who might use your Developer Account.

15. Limitation of liability

- (a) Nothing in these Terms excludes or limits the application of any statute (including the Australian Consumer Law) which cannot be modified, restricted or excluded, or where to do so would contravene that statute or cause any provision of these Terms to be void.

We limit our liability to balance our risk and provide the LEAP Systems

(b) To the extent permitted by law:

- ▶ We (including our directors, officers, employees, affiliates, agents, contractors, principals, or licensors) are not liable to you for Loss of any kind arising out of or in connection with your use of the LEAP Systems, whether such liability is based on breach of contract, tort, negligence, statute or otherwise and whether the Loss is direct, consequential, indirect, incidental, punitive or special (including loss of profit, loss of revenue or sales, loss of goodwill or reputation, incidental or special damages, business interruption or a security breach, or other consequential loss of any kind), unless the Loss is caused by our breach of these Terms; and
- ▶ We exclude all liability whatsoever for Loss relating to third parties, third party claims and Third Party Products.

(c) If we are liable to you under these Terms in any way, and we are lawfully allowed to limit our liability to you, then our liability is limited to our choice of:

- ▶ Re-supply or replacement of goods and services;
- ▶ Supply of equivalent goods and services; or
- ▶ The reasonable cost to re-supply or replace the goods and services.

(d) In all situations, you acknowledge and agree that our liability to you will not exceed the price of the Goods and/or Services supplied by us (to the extent that is permitted by law).

(e) Neither party will be liable for any breach of these Terms which is wholly or partly caused by a Force Majeure event. If a Force Majeure Event occurs, the affected party must notify the other party and the obligations of the party will be suspended to the extent that they are affected by the relevant Force Majeure Event until that Force Majeure Event has ceased. This exclusion does not affect your obligation to pay the Fees and any Additional Expenses, which shall continue.

(f) You agree that We may suffer financial and other Loss and damage if you breach your obligations under these Terms, particularly in relation to our Confidential Information and your use of the LEAP Materials;

- ▶ Monetary damages alone may be an insufficient remedy of such breach.
- ▶ Additional to any other remedy which may be available in law or equity, we are entitled to seek injunctive relief to prevent a breach of your obligations under these Terms and to compel specific performance of these Terms.

You are responsible for your business

(g) You are solely responsible for:

- ▶ Determining whether the LEAP Systems are suitable for you; and

- ▶ Your use of the LEAP Systems (including use by your Authorised Users and any third parties); and
- ▶ Your API Application.

HOW FEES AND PAYMENTS WORK

16. Fees you pay us

The Fees you must pay us for access to the LEAP Materials is set out in the [Key Details section](#).

We can change the Fees on written notice to you

- (a) We may update the Fees and Key Details section by giving you no less than 3 months' written notice.
- (b) Any updated Fees apply on and from expiry of our notice.

You must pay Fees by the Due Date

- (c) You must pay:
 - ▶ Our Fees on or before the Due Date; and
 - ▶ Any Marketplace Revenue Share Fee on a monthly basis in arrears.



We can change the Fees you pay to us.

Calculating the Fees you owe us

- (d) To calculate the Fees you owe us, you must:
 - ▶ Collect all gross revenue from the sale of your API Application, which you acknowledge and agree that you are solely responsible for; and
 - ▶ Render a statement of account to us on a monthly basis disclosing all gross revenue collected each month.

GST

- (e) All Fees are exclusive of GST (unless expressly stated otherwise). You must pay us GST imposed on any supply of the LEAP Materials made under these Terms. Payment of any GST must be made at the same time as payment for the Fees.
- (f) We may charge you for any Additional Expenses that we incur in supplying you with the LEAP Materials under these Terms, including fees for any payment dishonoured or returned by your financial provider (or where we are otherwise unable to process any payment from your financial provider).
- (g) You must pay the Fees in a manner approved by Us.

Late payment

- (h) If you do not pay for the Fees by the Due Date, we may:
 - ▶ Charge you interest on all overdue accounts at a rate which is 4% higher than the cash rate last published by the Reserve Bank of Australia as at the Due Date, calculated and payable daily and compounded from the Due Date until the invoice is paid in full. The parties agree that this

interest charge is not a penalty, but a true measure of damages incurred by Us;

- ▶ Suspend or cease supplying access and use of the LEAP Materials;
- ▶ Demand your immediate payment of all outstanding monies;
- ▶ Credit any payments received from you first against any interest charges and costs and all such charges will be payable on demand; and
- ▶ Hold a lien over any of your documents, funds or property in our control and we may retain possession of all such items until all monies owing by you are paid in full. Our lien will continue notwithstanding that we may have suspended or ceased supply of the LEAP Materials to you.

You must maintain insurance

- (i) You must pay for and maintain an appropriate level of insurance sufficient to cover your potential liability under these Terms (including professional liability and cyber liability insurance) for the period that these Terms remain valid. You must provide us with a certificate of currency on our request.
- (j) If you believe you have a set-off or claim against us (including any query, dispute, or claim), you cannot withhold any payment on that basis without our prior written consent.



Key Details



Getting started &
building



Rights & obligations



Fees & Payments



Information & IP



Resolving issues &
ending agreement



General details &
definitions

INTELLECTUAL PROPERTY

17. IP Rights in LEAP Materials

We own all IP Rights in the LEAP Materials

- (a) We own all rights, title, and interest (including Intellectual Property Rights) in and to the LEAP Materials absolutely.
- (b) Apart from your API Application, any content made available through LEAP Materials is our exclusive property.
- (c) Except for the rights expressly granted to you in these Terms, we do not grant you any rights, title, and interest (including Intellectual Property Rights) in or to any LEAP Materials.

18. IP Rights in your API Application

You own all IP Rights in your API Application

- (a) You own all rights, title, and interest (including Intellectual Property Rights) in and to your API Application, subject to our rights in any underlying LEAP Materials.
- (b) You grant us a royalty-free, non-exclusive, worldwide, irrevocable, right and license to distribute, perform, display, communicate and otherwise use your API Application and its content, including for the purposes of:
 - ▶ internal testing (including security testing);
 - ▶ demonstrating your API Application;
 - ▶ marketing and distributing your API Application (including via the Marketplace) where your API Application has been approved;
 - ▶ linking and directing users to your API Application; and/or
 - ▶ any other purpose reasonably necessary, including to fulfil our obligations under these Terms.
- (c) You don't have to provide us Feedback, however if you do, we are the sole and exclusive owner of the Feedback and you agree to assign to us all rights (including Intellectual Property Rights) that you may have to the Feedback.



You grant us a broad license to your API Application for these specified purposes.

19. Other IP rights

We are not exclusive to you

- (a) You acknowledge and agree that we may be independently creating (or may receive from third parties) features, applications, content, or other products or services that may be similar to or competitive with your API Application.

Nothing in these Terms will be construed as restricting or preventing us from doing so.

You have no claim over our products and services

- (b) You agree not to assert (or assist or encourage anyone in asserting) any patent claims against us (including our respective successors and assigns, users, customers, partners, developers, or their respective successors and assigns) where such patent claim relates to the integration, combination or interface of any applications, products (including your API Application) or services with our products and services.

USING AND PROTECTING INFORMATION

20. Confidentiality

We both agree to protect Confidential Information

- (a) Both parties must keep all Confidential Information confidential and use such information for the sole purpose of performing the obligations under these Terms.
- (b) Neither party may use or disclose the Confidential Information except:
 - ▶ for the reasonable purposes of fulfilling the party's obligations under these Terms or as otherwise permitted by these Terms;
 - ▶ to that party's employees, auditors or advisers on a need-to-know basis and that party must ensure that such persons understand and comply with the obligations imposed by these Terms;
 - ▶ as required by law, subject to that party notifying the other party immediately if that party becomes aware that such disclosure may be required; or
 - ▶ with the other party's prior written consent.
- (c) You must not provide any non-public information about us or any other third party without authorisation.



Confidential Information
includes commercially-sensitive information related to business affairs, financial information, business processes and methods.

[See the Definitions section for the full definition.](#)

21. Privacy

We are committed to protection of personal information

- (a) We are committed to protecting your personal information in accordance with the Privacy Laws.
- (b) When we give you with access to use LEAP Materials, we may collect personal and credit information about you (or any of your Authorised Users).
- (c) By using our LEAP Systems, you agree to comply with our Privacy Policy and any LEAP Policies. You also consent to information being collected in accordance with our Privacy Policy, which is available at <https://leaplegalsoftware.com/privacy/> or by contacting us in writing at privacy@leaplegalsoftware.com.

22. Security of Data

LEAP Systems may not be fully secure

- (a) You understand the LEAP Systems may not be fully secure, uninterrupted, or error-free.
- (b) We make no representation and give no warranty of the security of the LEAP Systems.
- (c) The public internet is an inherently insecure environment, and we have no control over the privacy of any communications or the security of any data outside of our internal systems.
- (d) We are not responsible for any security breach (including fraud, computer hacking or malicious software) which affects your computers and IT resources used in connection with the LEAP Materials or your API Application.
- (e) You must ensure that appropriate backups, security (including anti-virus and anti-spyware software), and access control procedures are in place for any computers and IT resources you use for the API Application.

RESOLVING ISSUES

23. Dispute resolution procedure

If disputes happen, we follow this procedure

- (a) Either party may give the other a notice of the dispute in accordance with this section. The parties agree that any notice of dispute given means that the dispute must be dealt with in accordance with this section.
- (b) If a dispute arises between the parties, the following procedure applies.
- (c) If a dispute is notified:
 - ▶ Each party must immediately refer the dispute to its senior management;
 - ▶ The parties must not start legal proceedings (except proceedings seeking interlocutory relief) about the dispute unless the dispute has been referred for resolution under this paragraph;
 - ▶ Either party must not oppose any application for a stay of any legal proceedings that may be issued in respect of a dispute, pending the completion or termination of the procedure set out in this paragraph; and
 - ▶ Senior representatives of each party must endeavour to resolve the dispute as soon as possible, but at least within 30 days (or other period as agreed between the parties).



We always prefer to resolve disputes through discussion where we can.

If you have an issue, let's discuss it!

We must both continue to perform

- (d) The parties must continue to perform their respective obligations under these Terms, even if a dispute exists (including the referral of the dispute to mediation).

We must both keep disputes confidential

- (e) The parties must keep all information relating to any dispute confidential for the purposes of dispute resolution, unless otherwise required by law or at the direction of a court of competent jurisdiction. No party may use any information or documents obtained through the dispute resolution process for any purpose other than an attempt to settle the dispute between the parties.

24. Mediation

We may choose to attempt dispute resolution via mediation

- (a) At our sole discretion, we may elect to resolve any dispute by mediation via the Australian Disputes Centre (**ADC**) before commencing arbitration or litigation:
- ▶ The mediation must be conducted in accordance with the ADC Guidelines for Mediation which operate at the time the matter is referred to ADC.
 - ▶ The ADC Guidelines set out the procedures to be adopted, the process of selection of the mediator and the costs involved.
 - ▶ This paragraph survives termination of these Terms.

ENDING OUR AGREEMENT

25. Ending these Terms

- (a) These Terms continue in force and effect until terminated.
- (b) You may terminate these Terms at any time by giving us 30 days' written notice.
- (c) In our sole discretion and without liability to you, we may:
- ▶ Terminate these Terms immediately for cause if you breach any provision of these Terms;
 - ▶ In all other instances and without cause, terminate these Terms with no less than 3 months' notice to you.



We can end this agreement on 3 months' notice **or** immediately if you are in breach of these Terms

26. After these Terms end

What happens after termination

On and from the date termination takes effect:

- (a) All rights and licenses granted to you cease immediately and you must stop using all the LEAP Materials, including the LEAP Systems.
- (b) We deactivate your Developer Account and your Authorised User Accounts, as well as your access to the API and the Developer Console.
- (c) We remove your API Application from the Marketplace.
- ▶ We will try to remove all references and links to your API Application from the Marketplace, however we have no other obligation to delete copies of, references to, or links to your API Application.
- (d) Neither party is liable to the other party due to termination of these Terms or any consequence that flows from termination of these Terms.
- (e) Both parties must delete or destroy the other party's Confidential Information, at the other party's request.

- (f) You must not use any Confidential Information, data, information and/or other knowledge, content, or materials (including in relation to our products and services and/or our customers) that you have obtained by these Terms or by using the API, Developer Console, Marketplace, for the purposes of developing any application, software, program, or other product, or converting and migrating LEAP customer data and records.

Definitions

27. Definitions and interpretation

Capitalised words are defined here in this Definitions

(a) In these Terms:

The capitalised term:	Means:
Additional Expenses	any disbursements, third-party costs, duties, fees, charges, and taxes (including GST) incurred in supplying the LEAP Materials to you, including merchant fees, surcharges, licence fees, patent fees, stamp duty and storage fees.
API	our application programming interface and related code.
API Application	the application you will develop using our API and Developer Console for use in the legal industry and which connects with our own applications, software, products, and services.
Australian Consumer Law or ACL	the provisions of Schedule 2 to the <i>Competition and Consumer Act 2010 (Cth)</i> , as applied under Part XI or under a law of a State or Territory.
Authorised User Accounts	the accounts you set up for your Authorised Users for access to and use of the Developer Console and/or the Marketplace.
Authorised User(s)	your authorised employees, agents, and independent contractors you have set up with an Authorised User Account.
Confidential Information	the confidential, proprietary, and commercially sensitive information (irrespective of the form or the way the information is disclosed, or the time of such disclosure) of that party (disclosing party) which is disclosed to, or learnt by or accessed by the other party (receiving party), including information which: <ul style="list-style-type: none"> (a) is identified by the disclosing party as confidential or the receiving party ought to have been known to be confidential; and (b) relates to the business affairs, products, and practices, including financial information, business opportunities, business plans, business processes and methodologies, business systems and technology products including applications, software code, databases, and data of the disclosing party, but does not include information: <ul style="list-style-type: none"> (c) which is in, or comes into, the public domain other than by the receiving party's breach of these Terms; (d) which is independently known to, or developed by, the receiving party as evidenced by the receiving party's written records; or (e) is or was made available to the receiving party by a person (other than the disclosing party) who is not, or was not, under an obligation of confidence to the disclosing party.
Developer Account	the account you create on registration with us and through which you set up your Authorised User Accounts to grant access to and use of Developer Console, the API and/or the Marketplace to Authorised Users.
Developer Console	the LEAP platform known as the 'Developer Console' through which we grant you access to the API.
Due Date	the date listed on our invoice for your payment of the Fees.
Feedback	any input, feedback, reviews, and suggestions for improvements that you have for the Developer Console, the APIs, the Marketplace and/or our products and services.
Fees	the price you pay us for supply of LEAP Materials under these Terms and contained in Key Details section from time-to-time.
Force Majeure Event	any act, event or cause including earthquakes, cyclones, floods, fires, lightening, storms or other acts of God, pandemics and epidemics, strikes or industrial disputes, riots, terrorist acts, civil disturbances, breakages of machinery, or industrial conditions, or arising out of any other unexpected and exceptional cause, delays in transportation, dispositions or orders of governmental authority and in our case, includes any security event (including an attack on our servers) in regards to our Developer Console, the API and/or the Marketplace and/or any of our other websites and platforms, which: <ul style="list-style-type: none"> (f) directly or indirectly results in a party being prevented from or delayed in performing any of its obligations under these Terms; and (g) is beyond the reasonable control of that party.

The capitalised term:	Means:
Intellectual Property Rights	all present and future rights conferred by statute, common law, or equity in or in relation to any copyright, trade marks, technology designs including computer programs, applications, databases and software code, patents, business and domain names, confidential information, inventions, and other results of intellectual activity in the industrial, commercial, scientific, literary, or artistic fields whether or not registered, registrable or patentable.
LEAP Materials	the LEAP Systems, our products and services, logos, brand names, related technology, website, content, and materials (and any modifications or derivative works thereof) and all our rights, title, and interest to such materials.
LEAP Policies	any policies or procedures applicable to the use of the API, Developer Console, the Marketplace, and the LEAP Materials, including our Privacy Policy, Data Breach Policy, and any other requirements we advise you of from time to time.
LEAP Systems	our API, Developer Console, the Marketplace or any other systems as developed from time to time.
LEAP User	any LEAP customer who has access to LEAP products.
Loss	any claim, demand, cause of action, judgment, debt, damage, loss, cost, expense, or liability howsoever arising and whether present or future, fixed or unascertained, actual, or contingent whether at law, in equity, or otherwise, and is not limited to the Loss which was contemplated by the parties at the time of entering these Terms.
Marketplace	the LEAP platform known as 'Marketplace' for the sale and distribution of mobile applications.
Plan	your Pre-Approval Plan for creating and developing your API Application using our LEAP Systems (including at minimum the requirements listed in Key Details section from time-to-time) that you submit to us for approval.
Privacy Laws	the <i>Privacy Act 1998</i> (Cth) and/or any applicable privacy laws, codes, and/or regulations in the jurisdiction in which you create, develop, operate and/or distribute the API Application.
Relevant Laws	all applicable laws, codes, rules, orders and/or regulations applicable to your API, including in Australia and any country, state, territory, locality, or other jurisdiction in which you create, develop, operate, release and/or distribute your API Application.
Privacy Policy	The Privacy Policy found at https://leaplegalsoftware.com/privacy/ as updated from time to time.
Terms	these API, Developer Console and Marketplace Terms and Conditions.
Third Party Product	products, tools, services, or other goods supplied by third parties to assist us in supplying you with access to the API, Developer Console, and the Marketplace.
Third Party Supplier	a supplier who supplies Third Party Products (other than Us).
You / Your	the Developer listed as a party to this agreement.
We / Us / Our	LEAP Integrations Pty Ltd ACN 615 245 497 or any associated, related, subsidiary and parent companies, successors or assigns as applicable.
Website	https://developer.leap.build/

28. Interpretation

(a) In these Terms, unless the context otherwise requires:

- ▶ clause and subclause headings are for reference purposes only;
- ▶ the singular includes the plural and vice versa;
- ▶ where a word or phrase is defined its other grammatical forms have a corresponding meaning;
- ▶ references to statutes include all statutes amending, consolidating or replacing such statutes;
- ▶ \$ or AUD means the lawful currency of Australia;
- ▶ any reference to a party to this document includes its successors and permitted assigns;
- ▶ a reference to 'including' or 'includes' does not convey any limitation and should be interpreted as if the word 'without limitation' also appears;

- ▶ Any requirement for a notice or communication needing to be in writing includes by electronic means; and
- ▶ a reference to a clause or schedule is a reference to a clause of, or a schedule of these Terms.

GENERAL DETAILS ABOUT THESE TERMS

29. Changes to these Terms

This is our entire agreement

- (a) Except where we agree differently in writing, these Terms are the entire conditions that govern our relationship for access to the LEAP Materials and development of Your API Application. These Terms replace any prior communications we have had and will apply if there is any inconsistency with another document.

We may change these Terms from time to time

- (b) From time-to-time, and at any time, we may update or vary these Terms by giving you 14 days' written notice. Any updated or varied Terms will apply on expiry of our notice. Unless otherwise agreed between the parties in writing, you accept any update or variation to these Terms by continuing to use any LEAP System after the date of the notice.
- (c) Any variation to the parties' agreement created by these Terms must be in writing.

Let us know if things change

- (d) You must notify us in writing of any material change to your organisation, including a change of director, bank account details or change of address.

Assignment

- (e) We may assign and transfer all or any of our title, estate, interest, benefit, rights, duties, and obligations in these Terms to any person, provided that the assignee agrees to assume our duties and obligations owed to you in these Terms.
- (f) You must not assign, transfer, charge, encumber or otherwise deal with the agreement created by these Terms (including any right under these Terms) without our prior written consent. we may reasonably withhold our consent.

Governing Law

- (g) These Terms are interpreted according to the laws of the State or Territory as we may determine in our sole discretion. Proceedings by either party may be commenced and/or continued in the State or Territory we determine in our sole discretion. If we do not make any determination, you consent to any proceedings being commenced and heard by a Court in the State of New South Wales applying the laws of that State.

Our Relationship

- (h) Nothing in these Terms will be taken as giving rise to a relationship of employment, agency, partnership, or joint venture. Except as otherwise provided in the Terms, the parties acknowledge and agree that neither party will have any authority to bind the other party or to enter into an agreement in the name of the other party.

30. General details

- (a) **Subcontracting:** we may sub-contract the performance of any part of our obligations and/or services under these Terms to any third party.
- (b) **No waiver:** If either party omits or fails to enforce any provision of these Terms, that omission or failure does waive a party's ability to enforce their rights under these Terms.
- (c) **Invalid parts severed:** If any provision of these Terms is held by a court to be illegal, invalid, or unenforceable, that provision will be read down and/or severed from these Terms as much as possible without affecting the remaining provisions of these Terms.
- (d) **Survival:** Any warranty, indemnity, or obligation of confidentiality in these Terms survives termination, including any provision that is intended to survive termination by the nature of its rights, obligations, force, and effect.

Notices

- (e) A notice or other communication under these Terms is only effective if it is in writing and is received in full and legible form at the addressee's email address found in the recitals of these Terms.
- (f) A notice is deemed to be received when the sender receives an automated message confirming delivery or within 24 hours after the message has been sent (as recorded on the device from which the sender sent the message) whichever is earlier, unless the sender receives an automated message that the email has not been delivered.

The end!