

**R J HILL LABORATORIES LIMITED
(Trading as Hill Labs)
APPLICATION END-USER LICENCE AGREEMENT (“EULA”)**

IMPORTANT: PLEASE READ THE TERMS AND CONDITIONS OF THIS LICENCE AGREEMENT CAREFULLY BEFORE CONTINUING. BY DOWNLOADING, INSTALLING OR USING A HILL LABS APPLICATION, YOU AGREE TO BE BOUND BY THIS LICENCE AGREEMENT.

The General License Conditions listed below will apply to the MyLab, mobile applications, associated support services, including associated software components, media, and online or electronic documentation (together, the “Hill Labs Software”), insofar as no deviating special license conditions are regulated for certain aspects of the Hill Labs Solution. The Special License Conditions listed will apply to the components of the Hill Labs Solution that are provided by third-party providers (“Third Party Providers”) in addition to the general license conditions. In case of contradictions between the general and the special license conditions, the special license conditions have precedence.

I. GENERAL LICENSE CONDITIONS

- 1.1 This End-User License Agreement (“EULA”) is a legal agreement between you and R J Hill Laboratories Limited (“Hill Labs”) for the use of the Hill Labs Solution.
- 1.2 Any reference in this EULA to the Hill Labs Solution must be read as including all software, data, information and content made available to you by Hill Labs and all other current and future digital products and service offerings made available by Hill Labs, including any software, services, and content provided in collaboration with our Third Party Providers (but excludes any User-Generated Content).
- 1.3 By downloading, installing, copying, or otherwise using the Hill Labs Solution (regardless of whether you created the account), you agree to be bound by the terms of this EULA and our privacy policy (available at <https://www.hill-labs.co.nz/PrivacyStatement>) (“Privacy Policy”).
- 1.4 From time to time and without prior notice to you, Hill Labs may amend this EULA by adding to, changing or removing terms or conditions. You can view the most current EULA on <http://www.hill-labs.co.nz/OnlineTerms> Your continued use of the Hill Labs Solution will be deemed acceptance of the most current EULA.
- 1.5 The Hill Labs Solution is owned by Hill Labs and is protected by copyright and other intellectual property laws. Except as expressly set out below, this EULA will not grant you any intellectual property rights in the Hill Labs Solution and you may only use the Hill Labs Solution on the terms set out below. The Hill Labs Solution is not sold to you – it is licensed on the terms and conditions of this EULA only.

2. GRANT OF LICENCE AND OWNERSHIP

- 2.1 Subject to compliance with these terms, Hill Labs grants you a non-exclusive, non-transferable, revocable, personal, right and license to use the Hill Labs Solution for your own use, provided that you do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, sell, assign, sublicense, grant a security interest in, or otherwise commercially exploit any right in the Hill Labs Solution



or use the Hill Labs Solution in whole or in part for any purpose other than as expressly permitted under this EULA.

Except as expressly permitted by applicable law or authorised in writing by Hill Labs, you agree not to copy, modify, rent, lease, loan, sell, distribute, adapt or create derivative works based on the Hill Labs Solution (other than User-Generated Content), in whole or in part. You shall not download, copy, or save Hill Labs Content, except as expressly permitted by the functionality of the Hill Labs Solution and as provided for in the guidelines for the use of the Hill Labs Solution.

2.2 This licence does not allow you to use the Hill Labs Solution on any device that you do not own or control, and you may not distribute or make the Hill Labs Solution, in whole or in part, available to any third party.

2.3 From time to time, Hill Labs may automatically update or otherwise modify the Hill Labs Solution, including, but not limited to, for purposes of enhancement of security functions, error correction and improvement of functions, at such time as you interact with Hill Labs' or third parties' servers, or otherwise. Such updates or modifications may delete or change the nature of features or other aspects of the Hill Labs Solution, including, but not limited to, the Specification and functions you may rely upon. You acknowledge and agree that such activities may occur at Hill Labs' sole discretion and that Hill Labs may condition continued use of the Hill Labs Solution upon your complete installation or acceptance of such update or modifications. Any updates/modifications shall be deemed to be, and shall constitute part of, the Hill Labs Solution for the purposes of this EULA. By acceptance of this EULA, you consent to such update/modification. The terms of the EULA will govern any upgrades that replace and/or supplement the then current Hill Labs Solution, unless such upgrade is accompanied by a separate licence in which case the terms of that licence will apply.

2.4 You may not remove, alter, cover or deface any trademarks or notices on the Hill Labs Solution.

3. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

3.1 You must comply with all applicable laws regarding the use of the Hill Labs Solution. Without limiting the previous sentence, you must not use the Hill Labs Solution for any immoral, illegal or other purpose which Hill Labs determines to be threatening, abusive, harmful or cause reputational damage to Hill Labs (including any other purpose which is detrimental to the interests of Hill Labs).

3.2 You must not distribute copies of the hills App to third parties, including, but not limited to making available any data, content or other information from the Hills App to any third party; or renting, leasing, lending, sublicensing or otherwise making available the Hills App to any third party.

3.3 You must not reverse engineer, decompile, or disassemble the Hills App, except and only to the extent that such activity is expressly permitted by applicable law.

3.4 You are solely responsible for maintaining the confidentiality of any password and for all activities that occur through the use of the Hill Labs Solution, including refraining from sharing passwords. You agree to immediately notify Hill Labs of any unauthorised use of your account or any other breach of security, and agree to indemnify Hill Labs



for any breach that occurs for or by reason of, or arising directly or indirectly out of your account.

- 3.5 You understand, acknowledge and agree that access to certain features of the Hill Labs Solution requires an Internet connection for which you are solely responsible. You are solely responsible for payment of any third party fees associated with your Internet connection, including but not limited to Internet service provider or airtime charges. Operation of the Hill Labs Solution may be limited or restricted depending on the capabilities, bandwidth or technical limitations of your Internet connection and service. You understand, acknowledge and agree that Internet connectivity in relation to the Hill Labs Solution is provided by third parties over which Hill Labs has no control, and is governed by the respective terms of such third parties. The provision, quality, availability and security of such Internet connectivity, software and services are the sole responsibility of such third party.

4. YOUR LICENCE TO US

- 4.1 You acknowledge and agree that Hill Labs and its affiliates and partners may read, collect, transfer, use, process and store User-Generated Content and you grant Hill Labs and its affiliates, related parties and partners a non-exclusive, irrevocable, royalty-free, freely transferable, sublicensable, worldwide right and license to use, host, store, cache, reproduce, publish, transmit, and create derivative works of such User-Generated Content. Such uses by Hill Labs may include transferring the User-Generated Content between the Hill Labs Solution and to other Hill Labs products or improving, developing and enhancing the current and future products and services of Hill Labs. You acknowledge and agree that:

- (a) Hill Labs has no obligation to provide you with any credit when using your User-Generated Content; and
- (b) you are not entitled to any compensation or other payment from us in connection with the use of your User-Generated Content.

- 4.2 Any use of User-Generated Content by Hill Labs will be in accordance with our Privacy Policy.

- 4.3 You agree you will at all times refrain from breaching any intellectual property rights of others. You represent and warrant you have all the necessary rights to grant Hill Labs the foregoing license for all User-Generated Content you submit in connection with your use of the Hill Labs Solution and will indemnify Hill Labs for any breach of this representation and warranty.

- 4.4 We reserve the right to monitor, remove or modify User-Generated Content for any reason and at any time, including User-Generated Content we believe violates these Terms, and/or our policies.

5. PAYMENT

- 5.1 The use of the Hill Labs Solution is free of charge.

6. PRIVACY



- 6.1 By using the Hill Labs Solution (regardless of whether you created the account), you agree to be bound by the terms of our Privacy Policy. You should read the Privacy Policy for further conditions relating to your personal information. You will be taken to have accepted that Privacy Policy when you accept this EULA.

7. TERMINATION

- 7.1 The EULA is effective until terminated by you or Hill Labs.

Without prejudice to any other rights or remedies available to Hill Labs, Hill Labs reserves the right to restrict or terminate or suspend your access to the Hill Labs Solution and/or services hosted in it, without prior notice, in the event:

- (a) Hills suspects on reasonable grounds it is being used for suspicious activities, including any illegal or unauthorised transactions.
 - (b) You fail to comply with the terms and conditions of this EULA.
 - (c) You provided Hills, or Hills reasonably suspect you have provided, false or inaccurate information during the registration process or otherwise.
 - (d) Hills believe on reasonable grounds that it may be in breach of any law or regulation if Hills continue to allow you to use the Hills App.
 - (e) Hills believe on reasonable grounds your device is lost, stolen or damaged or subject to unauthorised access.
- 7.2 In such event, you must immediately destroy all copies of the Hills App in your possession. You may only terminate this EULA by ceasing to use the Hills App and destroying all copies of the Hills App in your possession.
- 7.3 To avoid doubt, termination of this EULA is without prejudice to the rights and obligations of the parties accrued up to and including the date of termination and a party may take action against the other party under this EULA in respect of a breach of the EULA arising prior to the effective date of termination.
- 7.4 You may terminate this EULA at any time if you have permanently ceased using the Hill Labs Solution, by providing written notice to Hill Labs. On the date of termination, you must cease to use the Hill Labs Solution and must destroy all copies of the Hill Labs Solution in your possession.
- 7.5 Clauses 4, 7, 8, 10 and 12 will survive termination.

8. INTELLECTUAL PROPERTY

- 8.1 Title to, and all Intellectual Property Rights in, the Hill Labs Solution are and remain the property of Hill Labs and, as applicable, the Third Party Licensors. You acknowledge and agree that your rights to view and manipulate information that you access on or through the Hill Labs Solution are strictly limited to this EULA. Except as permitted by those rights, you may not copy, reproduce, modify, publish, transmit, transfer or sell, maintain, retain, create derivative works from, distribute or re-distribute, perform, link, display or in any way exploit any content obtained through the Hill Labs Solution, including, without limitation, by incorporating data and/or information from the Hill Labs Solution into any e-mail, search, catalogue, directory, or other "white pages" products or service, whether browser-based, based on proprietary client-site Hill Labs Solutions, web-based, or otherwise exploited in any manner not intended by the



normal functionality of the Hill Labs Solution. Other trade marks and intellectual property appearing on the Hill Labs Solution may not be owned by Hill Labs.

- 8.2 “Intellectual Property Rights” in the clause above means all intellectual property rights and interests (including common law rights and interests) owned, licensed to, or held by Hill Labs or used by it in connection with its business, including without limitation, patents, trade marks, service marks, copyrights, registered designs, trade names, business names (including the name “Hill Labs”), symbols and logos, formulae, techniques, know-how, trade secrets, specifications, designs, procedures, technical and manufacturing specifications, instructions, technical data, marketing plans, databases, member lists, and other proprietary rights owned or held by Hill Labs (including copyright and all other intellectual property rights in each of the foregoing).

9. WARRANTIES

- 9.1 Hill Labs warrants and represents that the Hill Labs Solution will perform materially in accordance with the Specification.
- 9.2 Except as set out in clause 9.1 and where prohibited by law, Hill Labs expressly disclaims all warranties, representations and guarantees of any kind, whether oral or written, express, implied, statutory or otherwise, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement to the fullest extent permissible under the law. The services and all content are provided on an "as is" and "as available" basis.
- 9.3 To the maximum extent permitted by law, Hill Labs make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness, availability, or reliability of any of the Hill Labs Solution or any Content. To the maximum extent permitted by applicable law, Hill Labs does not warrant that:
- (a) the Hill Labs Solution will meet your requirements or provide specific results in relation to your business;
 - (b) the operation of the Hill Labs Solution will be uninterrupted, virus- or error-free; or
 - (c) any errors will be corrected.
- 9.4 Any oral or written advice or report provided by Hill Labs or its agents does not and will not create any warranty. To the maximum extent permitted by applicable law, Hill Labs also makes no representations or warranties of any kind with respect to Content; User-Generated Content, in particular, is provided by and is solely the responsibility of the users providing that Content. No advice or information, whether oral or written, obtained from other users or through the Hill Labs Solution, will create any warranty not expressly made herein. You therefore expressly acknowledge and agree that use of the Hill Labs Solution is at your sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with you.

10. LIMITATION OF LIABILITY

- 10.1 To the maximum extent permitted by law, in no event (including, without limitation, negligence) will Hill Labs, its subsidiaries or partners, be liable to you or any third party for:

- (a) any indirect, incidental, special, reliance, exemplary, punitive, or consequential damages of any kind whatsoever;
 - (b) loss of profits, revenue, data, use, goodwill, or other intangible losses;
 - (c) damages relating to your access to, use of, or inability to access or use the Hill Labs Solution or any access or use by unauthorised third parties;
 - (d) damages relating to any conduct or content of any third party or user of the Hill Labs Solution, including without limitation, defamatory, offensive or illegal conduct or content; and/or
 - (e) damages in any manner relating to any Third Party Hill Labs Solutions.
- 10.2 To the maximum extent permitted by law, this limitation applies to all claims, whether based on warranty, contract, tort, or any other legal theory, whether or not Hill Labs has been informed of the possibility of such damage, and further where a remedy set forth herein is found to have failed its essential purpose.
- 10.3 To the maximum extent permitted by law, the total liability of Hill Labs, for any claim under this EULA, including for any implied warranties, is limited to NZD50. You agree that the limitation of Hill Lab's liability set out in this reasonable in the context of the Hill Labs Solution being provided free of charge.

11. THIRD PARTY CONTENT

- 11.1 The provisions of this clause 11 are not intended to be read as limiting any other provision of this EULA.
- 11.2 To use the Hill Labs Solution, it may be necessary for you to install and use Third Party Hill Labs Solutions. In addition, the Hill Labs Solution may display, include or make available content, data, information, Hill Labs Solutions, services or materials from third parties or provide links to certain third-party websites. Hill Labs is not responsible and provides no representation or warranty in relation to any linked website not owned or controlled by Hill Labs or for any use of a Third Party Hill Labs Solution, including its content, use or the privacy practices of that third party.
- 11.3 Before executing any securities transaction based upon information obtained from such sources, you should consult with a financial professional. Location data provided by any Third Party Materials and Websites is for basic navigational purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location data may lead to death, personal injury, property or environmental damage. Neither Hills, nor any of its content providers, guarantees the availability, accuracy, completeness, reliability, or timeliness of any information, including financial information or location data displayed by Third Part Materials and Websites.
- 11.4 In addition, Third Party Materials and Websites may not be accessed from, displayed on or linked to your device in all languages or in all countries. Hills makes no representation that such Third Party Materials and Websites are appropriate or available for use in any particular locations. To the extent you choose to access such
- 11.5 Third Party Materials and Websites, you do so at your own risk and are responsible for compliance with any applicable laws, including but not limited to applicable local laws. Hills reserves the right to change, suspend, remove, or disable access to any Third Party Materials and Websites at any time without notice. In no event will Hills be liable for the removal of or disabling of access to any Third Party Material and Websites. Hills

may also impose limits on the use of or access to certain Third Party Materials and Websites without notice or liability.

- 11.6 Neither Hill Labs, nor any of its content providers, guarantees the availability, accuracy, completeness, reliability, or timeliness of any information provided by a third party, including through a Third Party Hill Labs Solution.

12. GENERAL PROVISIONS

- 12.1 If you have any questions regarding this EULA, please email office@hill-labs.co.nz.
- 12.2 This EULA constitutes the entire agreement between you and Hill Labs relating to your use of the Hill Labs Solution and, except as otherwise expressly provided, supersedes all prior negotiations, commitments, writings, agreements and understandings both written and oral between the parties.
- 12.3 You may not assign your rights or obligations under this EULA without the prior written consent of Hill Labs. Hill Labs may assign this EULA at any time at its sole discretion and without your consent.
- 12.4 If at any time any provision of these terms is or becomes illegal, invalid or unenforceable in any respect, that provision shall be read down to become legal, invalid or unenforceable or, if this is not possible, deleted. The other terms of this EULA shall continue to apply with full force and effect.
- 12.5 The exercise or waiver, in whole or in part, of any right, remedy or duty provided for in this Agreement will not constitute the waiver of any prior, concurrent or subsequent right, remedy or duty within this Agreement. No waiver by any party of any provision of this Agreement is valid unless it is in writing and signed by an authorised representative of the party against which the waiver is sought to be enforced.
- 12.6 You may not use the Hill Labs Solution outside of New Zealand or export any Content outside of New Zealand without Hill Lab's prior written consent.
- 12.7 This EULA is governed and to be construed by the laws of New Zealand and you accept that the New Zealand courts have exclusive jurisdiction to deal with any dispute, litigation or other matter relating to this EULA or the Hill Labs Solution.
- 12.8 The Hills Solution and the use of the Hills Solution is not associated, affiliated, sponsored, endorsed or in any way linked to any platform operator, including, without limitation, Apple or Google Play.
- 12.9 Where you download, install or use the Hills App on a Google Play device, you acknowledge that:
- (a) the EULA is between Hills and you, and not Google Play;
 - (b) Google Play has no responsibility or liability in respect of any matter relating to the Hills App, including your use or possession of the Hills App;
 - (c) Hills and you agree that Google Play, and any Google Play subsidiary, are third-party beneficiaries of the EULA and that Google Play has the right to enforce the EULA against you as a third-party beneficiary; and
 - (d) You must use the Hills App downloaded from Google Play in accordance with the Google Play Business and Program Policies, which are in place from



time to time, the current version of which can be found at <http://play.google.com/about/android-developer-policies.html>.

12.10 Where you download, install or use the Hills App on an Apple device, you acknowledge that:

- (a) the EULA is between Hills and you, and not Apple;
- (b) Apple has no responsibility or liability in respect of any matter relating to the Hills App, including your use or possession of the Hills App; and
- (c) Hills and you agree that Apple, and any Apple subsidiary, are third-party beneficiaries of the EULA and that Apple has the right to enforce the EULA against you as a third-party beneficiary.

13. DEFINITIONS

"Content" means any form of information, data or creative expression and includes, without limitation, video, audio, photographs, images, illustrations, animations, tools, text, ideas, communications, replies, comments, software, scripts, executable files, graphics, maps, routes, geo-data, biometric data and data elements derived therefrom interactive features, designs, copyrights, trademarks, service marks, branding, logos, and other similar assets, patents, sounds, Hill Labs Solutions and any intellectual property therein, any of which may be generated, provided, or otherwise made accessible on or through the use of the Hill Labs Solution;

"Hill Labs" means RJ Hill Laboratories Limited, and any related company (as that term is defined in Part 1 of the Companies Act 1993);

"Hill Labs Content" means all Content that is not User-Generated Content;

"Third Party Hill Labs Solutions" means any part of the Hill Labs Solutions provided by a third party.

"Third Party Licensors" means any third party licensing software to Hill Labs relating to the Hill Labs Solution;

"Specification" means the written specification provided to you by Hill Labs for the Hill Labs Solution;

"User-Generated Content" means any Content that a user submits, transfers, or otherwise provides to or through the use of the Hill Labs Solution.