

Terms and Conditions – LevartApp

1. Levart License.

Levart and associated parties are SaaS (Software as a Service) business registered, owned and operated in Australia. Levart hereby grants Client a nonexclusive, non-transferable, revocable license to use the “Levart App” during the Term as permitted hereunder.

2. Client Materials.

Client hereby grants, and Levart accepts, a license to use, copy, and/or publicly display, during the term, any and all trademarks, trade names, business names, logos, descriptions, menus and/or photographs of clients business(s) (collectively, the Client Materials) as may be provided to Levart by Client. Client represents and warrants that it has the right to license the Client Materials. The Client allows Levart to include the Client’s company name and logo on the “Levart App” reference list and on www.Levart.com.au for marketing purposes.

3. Deployment on the app store.

Once a request has been made for the “Levart App” to go live and on completion of the payment of the setup and subscription the App will be published to the respective app stores on behalf of the client under the “Levart App” iTunes and Google account unless specified by a client. The average time for an app to go live is between 2-5 weeks and is dependent on iTunes and Google Play store approval. An app may face the possibility of a rejection on an app store if the app doesn't comply with iTunes or Google Play submission guidelines. In such a case Levart will represent the client's case to address the cause of an app rejection.

4. Billing and Refunds.

- 4.1 This agreement provides authority for Levart to add the billing for the Levart App to the monthly direct debit in place. The name that will appear on your billing statement will be Levart. Billing and payments will occur in AU Dollars, and will be charged every month, in advance of service.
- 4.2 If a submitted app is rejected by iTunes or the Google Play store or if Levart refuses submission of an app because of the likelihood of an app being rejected by an app store, a full refund will be given.
- 4.3 Unless otherwise indicated on an Order Form referencing these Terms, all charges associated with Your access to and use of the Service (“Subscription Charges”) are due in full upon commencement of Your Subscription Term. If You fail to pay Your Subscription Charges or charges for other services indicated on any Form referencing these Terms within five (5) business days of our notice to You that payment is due or delinquent, or if You do not update payment information upon Our request, in addition to Our other remedies, We may suspend or terminate access to and use of the Service by You and your Users.
- 4.4 If You choose to increase the number of rooms managed by the Service during Your Subscription Term (a “Subscription Upgrade”), any Subscription Charges associated with such Subscription Upgrade will be implemented in any future Subscription Term, Your Subscription Charges will reflect any such Subscription Upgrades.
- 4.5 No refunds or credits for Subscription Charges or other fees or payments will be provided to You.

- 4.6 Unless otherwise stated, Our charges do not include any taxes, levies, duties or similar governmental assessments, including value-added, GST, sales, use or withholding taxes assessable by any local, state, provincial or foreign jurisdiction (collectively "Taxes"). You are responsible for Taxes except those assessable against Levart. We will invoice You for such Taxes if We believe We have a legal obligation to do so and You agree to pay such Taxes if so invoiced.
- 4.7 Unless otherwise specified in the Order Form, any professional services such as set-up, training, consulting, workshops, configuration, custom development, on-site support or interface implementation which You may order from Levart from time to time will be invoiced upon order and due within fourteen days of receipt of invoice.
- 4.8 The price of professional services excludes travel, accommodation, food and reasonable out of pocket expenses. These will be invoiced to You on a cost basis.
- 4.9 Payment of the usage fee is due in advance by direct debit to your bank account.

5. Cancellation.

A client can terminate usage of the service at any time by authorising in writing and emailing the support service and account representative informing Levart of the same. No refunds will be given if cancellation has been made after a billing cycle.

6. Termination.

Either party may terminate this Agreement immediately by giving the other party written notice of termination in the event that the other party: (a) becomes insolvent; (b) files a petition in bankruptcy; (c) makes an assignment for the benefit of its creditors; or (d) breaches any of its obligations under this Agreement in any material respect, which breach is not cured within ten (10) days after the breaching party receives notice of such breach from the non-breaching party. Without limiting the foregoing, in the event that the client has failed to pay any amount due hereunder within thirty (30) days following the due date for such payment, Levart may immediately terminate this Agreement, or, in its discretion, suspend service to Client until such payment has been received. Upon the expiration or termination of the Agreement for any reason: (a) the license(s) granted by Levart to Client hereunder will immediately terminate; (b) the rights and obligations of the parties under Sections 4-11 will survive such expiration or termination; (c) any amounts still due Levart shall remain due.

7. Warranty Disclaimer.

Levart makes no representation or warranty with respect to Levart App platform, the Levart network, and Levart expressly disclaims any and all warranties, whether express, implied or statutory, with respect to Levart, the Levart network and all services provided hereunder by Levart, including without limitation any implied warranty of merchantability, infringement or fitness for a particular purpose, or any implied warranty arising from course of performance, course of dealing or usage of trade. Levart does not Warrant the Levart App will be uninterrupted or error free.

8. Limitation of Liability.

Levart will not be liable to Client for any indirect, incidental, punitive, or consequential damages or for any loss of profit, revenue, data, business or use arising out of this Agreement. In no event will Levart Cumulative Liability exceed the total amounts paid by Client to Levart during the two (2) months prior to the date of the event giving rise to the initial claim for which damages are recovered.

9. Confidentiality.

Any confidential or proprietary information of either party, whether of a technical, business or other nature, including but not limited to trade secrets, know-how, technology, and information relating to guests, business plans, promotional and marketing activities, finances, and other business affairs, including but not limited to the terms of this Agreement and Levart (collectively confidential information) disclosed to the recipient party by the disclosing party will be treated by the recipient party as confidential and proprietary. Unless specifically authorised by the disclosing party, the recipient party will: (a) not disclose such Confidential Information to any third party; and (b) otherwise protect such Confidential Information from unauthorised use and disclosure to the same extent that it protects its own Confidential Information of a similar nature. This section 7 will not apply to any information that; (i) was already known to the recipient party, other than under an obligation of confidentiality, at the time of disclosure by disclosing party; (ii) was generally available to the public or otherwise part of the public domain at the time of its disclosure to the recipient party; (iii) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission of the recipient party in breach of this Agreement; (iv) was disclosed to the recipient party, other than under an obligation of confidentiality, by a third party who had no obligation to the other party not to disclose such information to others; or (v) was developed independently by the recipient party without any use of Confidential Information.

10. Indemnification.

Client agrees to indemnify, defend and hold harmless Levart, and its officers, directors, employees, representatives and agents, from and against any and all actions, causes of actions, claims, demands, liabilities, losses, judgments, damages or expenses (collectively, Claim or Claims) which Levart may at any time incur, sustain or become subject to by reason of any Claim brought by a third party and: (a) arising out of the Clients breach of any provision, warranty or representation in this Agreement; (b) arising out of the Clients wilful acts or omissions, negligence, or other similar wrongdoing; or (c) arising from Clients failure to comply with any law or regulation. Client will pay all costs, damages and expenses incurred by Levart, including but not limited to, reasonable attorney's fees and costs awarded against or otherwise incurred by Levart in connection with or arising from any such Claim, provided that Levart promptly notifies Client in writing of any such Claim, and promptly tenders to Client control of the defence and any settlement of such Claim.

11. Third Party Service

If You decide to enable, access or use Other Services, be advised that Your access and use of such Other Services is governed solely by the terms and conditions of such Other Services, and We do not endorse, are not responsible or liable for, and make no representations as to any aspect of such Other Services, including, without limitation, their content or the manner in which they handle data (including Your Data) or any interaction between You and the provider of such Other Services. You irrevocably waive any claim against Levart with respect to such Other Services. Levart is not liable for any damage or loss caused or alleged to be caused by or in connection with Your enablement, access or use of any such Other Services, or Your reliance on the privacy practices, data security processes or other policies of such Other Services. You may be required to register for or log into such Other Services on their respective websites. By enabling any Other Services, You are expressly permitting Levart to disclose Your Login as well as Your Data as necessary to facilitate the use or enablement of such Other Service.

12. Intellectual Property Rights

Each of us shall maintain all rights, title and interest in and to all our respective patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property and/or proprietary rights (collectively, "Intellectual Property Rights"). The rights granted to You, Users and guests to use the Service under these Terms do not convey any additional rights in the Service, or in any Intellectual Property Rights associated therewith. Subject only to limited rights to access and use the Service as expressly herein, all rights, title and interest in and to the Service and all hardware, software and other components of or used to provide the Service, including all related intellectual property rights, will remain with and belong exclusively to Levart. Levart shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable and perpetual license to incorporate into the Service or otherwise use any suggestions, enhancement requests, recommendations or other feedback We receive from You or your Users. Levart and Levart's other product and service names, and logos used or displayed on the Service are registered or unregistered trademarks of Levart (collectively, "Marks"), and You may only use such Marks to identify You as a Subscriber; provided You do not attempt, now or in the future, to claim any rights in the Marks, degrade the distinctiveness of the Marks, or use the Marks to disparage or misrepresent Levart, its services or products.

13. General.

Neither this Agreement nor the licenses granted hereunder are assignable or transferable by Client without the prior written consent of Levart. The terms of this agreement including pricing may be changed by Levart from time to time and Client may be notified by Levart posting new terms and conditions on Levart website, or by email, or by other written notice. This Agreement will be constructed in accordance with the laws of Western Australia, without reference to its choice of law provisions. The courts located in Perth, Western Australia will be the exclusive venue for any claim or dispute between the parties whether related to this Agreement or otherwise and the parties hereby consent to the personal jurisdiction of those courts. The prevailing party in any dispute under this Agreement will be entitled to its costs and reasonable attorney's fees. All notices required or permitted to be given under this Agreement will be deemed given (i) three business days after being deposited in the mail, first class, postage prepaid, (ii) upon transmission, if sent by facsimile, (iii) upon delivery, if served personally or sent by any generally recognized overnight carrier, or (iv) upon transmission, if sent by e-mail and later confirmed by one of the preceding means. If any provision of this Agreement shall be judged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

14. Supply of Services

- 14.1 Levart shall use all reasonable endeavours to maintain an online system. Levart warrants that it is skilled in database and online service management and will undertake to maintain this expertise.
- 14.2 Support is provided during normal business hours via email and phone.

15. Supplementary Conditions

- 15.1 This offer is valid for 7 days from the offer date.