



TERMS AND CONDITIONS – “SHARE”

1. ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS

- 1.1 Access to our App and any initiation of an offer to share an App idea by you via our App (“Request”) is provided to you subject to these Terms and the Privacy Policy (provision 9), (collectively the “Agreement”). By accessing our App and/or by submitting a Request, you agree to be bound by this Agreement. If you do not agree with any part of these Terms or the Privacy Policy, do not use our App or initiate a Request.
- 1.2 We reserve the right to amend this Agreement at any time. However, the Terms you agree to at the time you submit a Request, are the Terms that you, and we are, bound by.
- 1.3 References in this Agreement to "we", "us" and "our" are references to Aeon Black Pty Ltd, (ABN 55139973774) and any related bodies corporate.
- 1.4 References in this Agreement to "you", "your" and “customer” are references to you, the person who has accessed this App and may initiate a Request.
- 1.5 You acknowledge and accept that any disputes between you and any third parties, including, without limitation, any buyer or potential buyer or developer, are to be resolved solely between you and that party. All responsibility, risk, legal liability, expenses and costs for any dealings with third parties are borne solely by you.
- 1.6 You need to register online to be able to use our Services. To be entitled to register, you must be at least 18 years age. You acknowledge and represent that you are 18 years old or older.

2. APP DEVELOPMENT REQUEST & PRODUCTION

- 2.1 Our service to you is potentially connecting you to a developer of your App idea. A Request may be made by you to share your App idea in order for a developer to create the App and also share in any profits when submitting the Request. You pay USD \$20 to us for the Request to be published to potential developers..
- 2.2 Under the profit sharing model, the developer who accepts a Request to develop an App idea, will own all Intellectual Property Rights in any App they develop based on the idea. The developer will be entitled to commercialise the App as they see fit, or not at all. The developer will be entitled to 75% of any revenue generated from the developed App, you will be entitled to 20%, and we will be entitled to 5%.
- 2.3 We cannot guarantee that your Request will generate any interest from potential developers. The USD\$20 you pay to us is for our time, expertise and resources in making your Request available to potential developers. In the event that no bids are placed and the app idea does not proceed, a refund will not be available.
- 2.4 Subject to 2.1 and 2.7, you acknowledge and accept that once you have submitted the Request it becomes Confidential Information that cannot be shared, disseminated or disclosed to any other party, except your professional advisors, such as your lawyer or accountant for the purposes of dealing with any resulting revenue or future management relating to a developed App. It is vital that you maintain the confidentiality of the information submitted with your Request to ensure that no third parties obtain an unfair market advantage by being able to develop an App covering the same concept. Confidentiality must also be maintained to ensure any developer does not

expend time, money and expertise on developing an App, which may not get to market first. In the event that you wrongly or unlawfully disclose the "Confidential Information" you acknowledge and agree to us being able to recoup any lost costs and expenses from you, and accept full responsibility and liability for any such wrongful or unlawful disclosure including the costs and expenses related to defending any allegations or claims from third parties that any Intellectual Property Rights have been infringed. Once the App has been developed and is in the market place the Confidential Information may cease to be confidential if it has become part of the public domain.

- 2.5 You agree to provide true, accurate, current and complete information about yourself as part of your Request and acknowledge and warrant that any Intellectual Property Rights inherent in your idea or contained in your Request are yours to deal with as the rightful owner or originator of the idea, and that you are not infringing the Intellectual Property Rights of any third party.
- 2.6 If you provide any information that is untrue, inaccurate, not current or incomplete, or if we have reasonable grounds to suspect that such information may be untrue, inaccurate, not current or incomplete, fraudulent, discriminatory, unlawful, or an infringement of a third parties intellectual property rights, we may in our sole discretion suspend or terminate any arrangement with you.
- 2.7 Once a Request is submitted, you cannot offer it to another individual, developer or company, except where:
 - (a) no acceptance of your offer to share via the Request has been accepted within 120 days of your Request being made, or
 - (b) if the development work has not commenced within 60 days of us informing you that the Request has been accepted.
- 2.8 Where the development work has not commenced within 30 days of your Request being accepted, we will take reasonable commercial efforts to secure a suitable developer to undertake the development work on the same terms, you hereby accept that an alternate developer may stand in the place of the original developer provided it is within the timeframe set out in clause 2.7(b). However, we cannot guarantee that we will be able to find a suitable or alternate developer.
- 2.9 As the developer will own the Intellectual Property Rights in any App created by them, they will have the sole rights to determine how the App is developed, marketed and made available including via any App Stores and made available on any device platform including websites, mobiles, tablet, computers, watches and any new or innovative devices.
- 2.10 The developer will determine the name for the App, taking into consideration existing names and potential intellectual property right issues.
- 2.11 As any created App will be maintained by the developer we cannot guarantee that any App will continue to be maintained by the developer, which may result in any revenue or profit opportunities diminishing or ceasing



3. PAYMENT TERMS & PROFITS

- 3.1 Payment of USD \$20 for the Request must be made when completing the Request process for our services.
- 3.2 The developer will be responsible for making payment of profits to you, and to us, in our respective shares, in otherwords after the costs for hosting, marketing and commercialised the App have been deducted.
- 3.3 When completing a Request, you may nominate the bank account that you wish the developer to deposit any profits into via PayPal. Terms relating to PayPal are available on the PayPal website. You are responsible for ensuring you provide the correct information, in order that payment of your share of any profits can be made to you.
- 3.3 Information used to ascertain sales and therefore potential profits, will be based upon sales reports and data based on App Store figures. We are reliant on the information and data provided to us from those App Stores and therefore cannot guarantee or warrant the accuracy of the information or data we receive from those third parties.
- 3.2 You acknowledge and accept that we are not responsible for any payment for any profits owing to you by the developer, although we will make reasonable commercial efforts to ensure the developer has provided profits owing and may take legal action against any developer who has not made profits owing.

4. YOUR RIGHTS UNDER THE AUSTRALIAN CONSUMER LAW AND OUR LIABILITY TO YOU

- 4.1 Our services come with non-excludable guarantees under the *Competition and Consumer Act 2010* (Cth), The Australian Consumer Law ("Consumer Guarantees"), including that services will be provided with due care and skill. You are entitled, at your option, to various remedies under The Australian Consumer Law. Nothing in this Agreement excludes, restricts or modifies any of the Consumer Guarantees.
- 4.2 These guarantees include the replacement of goods. You may also be entitled to compensation. To the maximum extent permitted by law, our liability in connection with this Agreement and any transactions with us (including liability for negligence) is limited to:
 - the lesser of the replacement or repair cost of the goods supplied; and
 - in the case of any services provided, the cost of supplying the services again.
- 4.3 For all other claims or liability not related to any breach of a Consumer Guarantee, and to the extent permitted by law, our maximum liability to you arising out of or in connection with these Terms or the Service will be USD\$5.



5. INTELLECTUAL PROPERTY RIGHTS

5.1 Ownership of Pre-existing IP

Each party owns, and will continue to own, all Intellectual Property Rights subsisting in any material it provides or makes available to the other party under or in connection with this Agreement which is not Developed IP ("Pre-existing IP").

5.2 Licence to use Pre-existing IP

(a) Each party grants to the other party a non-exclusive, world-wide, royalty free licence to use, reproduce, modify and adapt its Pre-existing IP (and to sub-license these rights) for the purposes of:

(i) performing its obligations, or exercising its rights, under this Agreement or contracting with a third party on behalf of the customer to have Apps developed or providing or using the services; and

(ii) in the case of the developer, exercising its rights in the Developed IP if any.

(b) The licences granted under paragraph (a) are irrevocable and survive the termination or expiry of this Agreement.

5.3 Ownership of Developed IP by Developer

Once your Request is accepted, any and all Intellectual Property Rights created or developed subsequently by the developer will be their Intellectual Property Rights. Additionally, the developer is responsible for any development or commercialisation of those Intellectual Property Rights developed ("Developed IP").

TERMS AND CONDITIONS – “SELL”



6. ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS

- 6.1 Access to our App and any initiation of an offer to sell an App idea by you via our App (“Request”) is provided to you subject to these Terms and the Privacy Policy (provision 9), (collectively the “Agreement”). By accessing our App and/or by submitting a Request, you agree to be bound by this Agreement. If you do not agree with any part of these Terms or the Privacy Policy, do not use our App or initiate a Request.
- 6.2 We reserve the right to amend this Agreement at any time. However, the Terms you agree to at the time you submit a Request, are the Terms that you, and we are, bound by.
- 6.3 References in this Agreement to “we”, “us” and “our” are references to Aeon Black Pty Ltd, (ABN 55139973774) and any related bodies corporate.
- 6.4 References in this Agreement to “you”, “your” and “customer” are references to you, the person who has accessed this App and may initiate a Request.
- 6.5 You acknowledge and accept that any disputes between you and any third parties, including, without limitation, any buyer or potential buyer or developer, are to be resolved solely between you and that party. All responsibility, risk, legal liability, expenses and costs for any dealings with third parties are borne solely by you.
- 6.6 You need to register online to be able to use our Services. To be entitled to register, you must be at least 18 years age. You acknowledge and represent that you are 18 years old or older.

7. APP DEVELOPMENT REQUEST & PRODUCTION

- 7.1 Our service to you is potentially connecting you to a buyer of your App idea for the price you set. A Request may be made by you to sell your App idea for a price you set when submitting the Request. You pay USD \$99 to us for the Request to be published to potential buyers.
- 7.2 When you submit your App idea you will be given the opportunity to list the price you are willing to sell the App idea for, please note that the price you list is in United States Dollars.
- 7.3 We cannot guarantee any buyers will accept your Request to sell your App idea at your set price. The USD\$99 you pay to us is for our time, expertise and resources in provision of the potential sale, and in the event that there is no buyer, a refund will not be available.
- 7.4 Subject to 7.1 and 7.7, you acknowledge and accept that once you have submitted the Request it becomes Confidential Information that cannot be shared, disseminated or disclosed to any other party, except your professional advisors, such as your lawyer or accountant for the purposes of dealing with any resulting revenue or future management relating to a developed App. It is vital that you maintain the confidentiality of the information submitted with your Request to ensure that no third parties obtain an unfair market advantage by being able to develop an App covering the same concept. Confidentiality must also be maintained to ensure any buyer does not expend time, money and expertise on developing an App, which may not get to market first. In the event that you wrongly or unlawfully disclose the “Confidential Information” you acknowledge and agree to us being able to recoup any lost costs and expenses from you, and accept full responsibility and liability for any such wrongful or unlawful disclosure including the costs and expenses related to defending any allegations or claims from third parties that any Intellectual Property Rights have been infringed. Once the App has been developed and is in the market place the Confidential Information may cease to be confidential if it has become part of the public domain.



- 7.5 You agree to provide true, accurate, current and complete information about yourself as part of your Request and acknowledge and warrant that any Intellectual Property Rights inherent in your idea or contained in your Request are yours to deal with as the rightful owner or originator of the idea, and that you are not infringing the Intellectual Property Rights of any third party.
- 7.6 If you provide any information that is untrue, inaccurate, not current or incomplete, or if we have reasonable grounds to suspect that such information may be untrue, inaccurate, not current or incomplete, fraudulent, discriminatory, unlawful, or an infringement of a third parties intellectual property rights, we may in our sole discretion suspend or terminate any arrangement with you.
- 7.7 Once a Request is submitted, you cannot offer it to another individual, developer or company, except where no acceptance of your offer to sell via the Request has been accepted within 120 days of your Request being made.

8. PAYMENT TERMS & PROFITS

- 8.1 Payment of USD \$99 for the Request must be made when completing the Request process for our services which include the provision of a Development Auction.
- 8.2 Payment for the App idea for the price you offer in the Request will be paid directly by the buyer to you. We are not responsible for the payment of the App idea if the buyer does not meet their obligations to you.

9. YOUR RIGHTS UNDER THE AUSTRALIAN CONSUMER LAW AND OUR LIABILITY TO YOU

- 9.1 Our services come with non-excludable guarantees under the *Competition and Consumer Act 2010* (Cth), The Australian Consumer Law ("Consumer Guarantees"), including that services will be provided with due care and skill. You are entitled, at your option, to various remedies under The Australian Consumer Law. Nothing in this Agreement excludes, restricts or modifies any of the Consumer Guarantees.
- 9.2 These guarantees include the replacement of goods. You may also be entitled to compensation. To the maximum extent permitted by law, our liability in connection with this Agreement and any transactions with us (including liability for negligence) is limited to:
 - the lesser of the replacement or repair cost of the goods supplied; and
 - in the case of any services provided, the cost of supplying the services again.
- 9.3 For all other claims or liability not related to any breach of a Consumer Guarantee, and to the extent permitted by law, our maximum liability to you arising out of or in connection with these Terms or the Service will be USD\$5.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 Ownership of Pre-existing IP

Subject to clauses 10.3 and 10.4, each party owns, and will continue to own, all Intellectual Property Rights subsisting in any material it provides or makes available to the other party under or in connection with this Agreement which is not Assigned IP or Developed IP ("Pre-existing IP").

10.2 Licence to use Pre-existing IP

(a) Each party grants to the other party a non-exclusive, world-wide, royalty free licence to use, reproduce, modify and adapt its Pre-existing IP (and to sub-license these rights) for the purposes of:

(i) performing its obligations, or exercising its rights, under this Agreement or contracting with a third party on behalf of the customer to have Apps developed or providing or using the services; and

(ii) in the case of the buyer, exercising its rights in the Developed IP if any.

(b) The licences granted under paragraph (a) are irrevocable and survive the termination or expiry of this Agreement.

10.3 Assignment of Intellectual Property Rights

You acknowledge and understand that once you place an offer to sell your App idea via a Request, and your Request is accepted, a contract with the buyer has been made. Under that contract you will assign any Intellectual Property Rights inherent in the App idea which will vest solely in the buyer ("Assigned IP").

10.4 Ownership of Developed IP

Once an App idea is sold, via a Request being accepted, any and all Intellectual Property Rights created or developed subsequently will vest in the buyer who has purchased the App idea and is responsible for any development or commercialisation ("Developed IP").



TERMS AND CONDITIONS – “ALL MINE”

11. ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS

- 11.1 Access to our App and any initiation of an Application Development Request (“Request”) is provided to you subject to these Terms and the Privacy Policy (provision 9), (collectively the “Agreement”). By accessing our App and/or by submitting a Request, you agree to be bound by this Agreement. If you do not agree with any part of these Terms or the Privacy Policy, do not use our App or initiate a Request.
- 11.2 We reserve the right to amend this Agreement at any time. However, the Terms you agree to at the time you submit a Request, are the Terms that you, and we are, bound by.
- 11.3 References in this Agreement to “we”, “us” and “our” are references to Aeon Black Pty Ltd, (ABN 55139973774) and any related bodies corporate.
- 11.4 References in this Agreement to “you”, “your” and “customer” are references to you, the person who has accessed this App and may initiate a Request.
- 11.5 This Agreement with you governs the Services we provide to you, any terms and conditions regarding services to be provided by a developer to you must be separately agreed between yourself and the developer, as the developer is not a party to this Agreement.
- 11.6 Once a developer has placed a winning bid in response to your Request and the online Auction we conduct for you, our Services to you end. Any terms relating to how the App idea should be developed and potentially commercialised rests with you and the developer (as set out in clause 11.5). You acknowledge and accept that we have no liability or responsibility for how the App idea is developed or otherwise, and you are solely liable and responsible for ensuring that any terms and conditions with the developer or any third parties, including but not limited to how the App idea is developed, subsequently commercialised, or protected at law will be actioned by you and remains your responsibility.
- 11.7 You acknowledge and accept that any disputes between you and any third parties, including, without limitation, any buyer or potential buyer or developer, are to be resolved solely between you and that party. All responsibility, risk, legal liability, expenses and costs for any dealings with third parties are borne solely by you.
- 11.8 You need to register online to be able to use our Services. To be entitled to register, you must be at least 18 years age. You acknowledge and represent that you are 18 years old or older.

12. APP DEVELOPMENT REQUEST & PRODUCTION

- 12.1 Our service to you is connecting you to a potential developer of your App idea via an online auction (“Services”). A Request may be made by you in relation to App development and related arrangements, that enables developers to bid on the development of your App idea. You pay USD \$99 to us for the Request to be taken to online auction (“Development Auction”).
- 12.2 When you submit your App idea you will be given the opportunity to list the maximum price you are willing to pay for the development of the App idea. We will conduct a Development Auction seeking the lowest priced offer in response to your Request for 30 consecutive days. The lowest bid made by a potential developer, will be the winning bid. If no bids are placed within 30 days the Development Auction will come to an end.

- 12.3 We cannot guarantee any buyers will accept your Request to sell your App idea at your set price. The USD\$99 you pay to us is for our time, expertise and resources in provision of the potential sale, and in the event that there is no buyer, a refund will not be available.
- 12.4 Subject to 12.5, 12.6 and 12.7, you acknowledge and accept that once you have submitted the Request it becomes Confidential Information that cannot be shared, disseminated or disclosed to any other party, except your professional advisors, such as your lawyer or accountant for the purposes of dealing with any resulting revenue or future management relating to a developed App. It is vital that you maintain the confidentiality of the information submitted with your Request to ensure that no third parties obtain an unfair market advantage by being able to develop an App covering the same concept. Confidentiality must also be maintained to ensure we or our development partners do not expend time, money and expertise on developing an App, which may not get to market first. In the event that you wrongly or unlawfully disclose the "Confidential Information" you acknowledge and agree to us being able to recoup any lost costs and expenses from you, and accept full responsibility and liability for any such wrongful or unlawful disclosure including the costs and expenses related to defending any allegations or claims from third parties that any Intellectual Property Rights have been infringed. Once the App has been developed and is in the market place the Confidential Information may cease to be confidential if it has become part of the public domain.
- 12.5 You agree to provide true, accurate, current and complete information about yourself as part of your Request and acknowledge and warrant that any Intellectual Property Rights inherent in your idea or contained in your Request are yours to deal with as the rightful owner or originator of the idea, and that you are not infringing the Intellectual Property Rights of any third party.
- 12.6 If you provide any information that is untrue, inaccurate, not current or incomplete, or if we have reasonable grounds to suspect that such information may be untrue, inaccurate, not current or incomplete, fraudulent, discriminatory, unlawful, or an infringement of a third parties intellectual property rights, we may in our sole discretion suspend or terminate any arrangement with you.
- 12.7 Once a Request is submitted, you cannot offer it to another individual, developer or company, except in the following circumstances:
 - (a) we do not provide written feedback on whether the Request has been accepted or declined to you within 90 days of receiving the Request; or
 - (b) if the development work has not commenced within 30 days of us informing you that the Request has been accepted via a Development Auction.
- 12.8 If the Development Auction has a winning bidder we will provide both you and the developer with each other's contact information in order that you can make contact to arrange between yourselves matters such as: how you wish to arrange for payment; the development work to be conducted and timing; future marketing and support of the created App; and any agreements you might wish to enter into directly to ensure your rights and responsibilities are set out.



13. PAYMENT TERMS & PROFITS

- 13.1 Payment of USD \$99 for the Request must be made when completing the Request process for our services which include the provision of a Development Auction.
- 13.2 You need to determine with the Developer any terms and conditions relating to commercialisation of the App if you wish to work with the Developer after the App is created.

14. YOUR RIGHTS UNDER THE AUSTRALIAN CONSUMER LAW AND OUR LIABILITY TO YOU

- 14.1 Our services come with non-excludable guarantees under the *Competition and Consumer Act 2010* (Cth), The Australian Consumer Law ("Consumer Guarantees"), including that services will be provided with due care and skill. You are entitled, at your option, to various remedies under The Australian Consumer Law. Nothing in this Agreement excludes, restricts or modifies any of the Consumer Guarantees.
- 14.2 These guarantees include the replacement of goods. You may also be entitled to compensation. To the maximum extent permitted by law, our liability in connection with this Agreement and any transactions with us (including liability for negligence) is limited to:
 - the lesser of the replacement or repair cost of the goods supplied; and
 - in the case of any services provided, the cost of supplying the services again.
- 14.3 For all other claims or liability not related to any breach of a Consumer Guarantee, and to the extent permitted by law, our maximum liability to you arising out of or in connection with these Terms or the Service will be USD\$5.

15. INTELLECTUAL PROPERTY RIGHTS

15.1 Ownership of Pre-existing IP

Each party owns, and will continue to own, all Intellectual Property Rights subsisting in any material it provides or makes available to the other party under or in connection with this Agreement which is not Developed IP ("Pre-existing IP").

15.2 Licence to use Pre-existing IP

- (a) Each party grants to the other party a non-exclusive, world-wide, royalty free licence to use, reproduce, modify and adapt its Pre-existing IP (and to sub-license these rights) for the purposes of:
 - (i) performing its obligations, or exercising its rights, under this Agreement or contracting with a third party on behalf of the customer to have Apps developed or providing or using the services; and
 - (ii) in the case of the customer, exercising its rights in the Developed IP.
- (b) The licences granted under paragraph (a) are irrevocable and survive the termination or expiry of this Agreement.

15.3 Ownership of Developed IP

Subject to 15.1 and 15.2, all Intellectual Property Rights created or developed in an App will need to be determined between yourself and the developer separately before the developer commences work on your App ("Developed IP").



16. INDEMNITY

16.1 You agree to indemnify us and our directors, employees, agents, advisors and representatives from any allegation claim or demand, including reasonable legal costs, made by any third parties against us due to or arising out of your wilful, negligent or fraudulent acts or omissions and any breach of this Agreement by you, or the infringement by you of our or a third party's intellectual property rights including any claim made by a developer, or any claim you have against a developer.

17. MISCELLANEOUS

17.1 This Agreement is governed by and is construed in accordance with the laws of Victoria, Australia. If any provision of this Agreement is found to be invalid or unenforceable by a court of law, such invalidity or unenforceability will not affect the remainder of the Agreement, which will continue in full force and effect.

17.2 All rights not expressly granted in this Agreement are reserved.

17.3 We shall not be deemed to have waived any of our rights or remedies under this Agreement unless such waiver is in writing and signed by one of our authorised representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies.

17.4 This Agreement constitutes the entire agreement and understanding between you and us and supersede any and all prior communications, representations, agreements or understandings between you and us with respect to the subject matter of this Agreement.

17.5 We may assign or otherwise deal with our rights and subcontract and novate our obligations under this Agreement by written notice to you without your prior written consent.

18. DEFINITIONS

When used in these Terms, the following words have the meanings given below:

"App Store" may include app stores provided by Apple, Google, Microsoft and any other app stores that become operational in the future.

"Confidential Information" means any ideas, concepts, know-how, techniques, designs, specifications, blueprints, information, data, methodologies, brand concepts, diagrams, models, functions, capabilities and designs, materials capable of copyright protection, or information or Intellectual Property imparted by you during the Request or subsequent to the Request.

"Intellectual Property" or "Intellectual Property Rights" means all present and future rights conferred by statute, common law or equity in or in relation to any copyright, trade marks, designs, patents, circuit layouts, business and domain names, inventions, confidential information, and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields, whether or not registrable, registered or patentable.



19. PRIVACY POLICY

19.1 Scope

We understand that privacy is important to you. Accordingly, we have developed this privacy policy, in compliance with the Australian Privacy Principles in the *Privacy Act 1988* (as amended).

This policy explains how we manage personal information (being information about an individual which is capable of identifying that individual) of yours, our clients, development partners, contractors and service providers.

We may update this policy from time to time without notice. You should review this policy periodically for changes.

We also comply with the *Spam Act 2003* with respect to sending emails. If at any time you no longer wish to receive marketing emails from us, please contact us at support@thunkapp.com and advise accordingly.

19.2 Collection of Personal Information

Your information is collected for the purpose of you requesting further information regarding our services, or registering a Request, or using the services marketed and provided on our App.

We collect personal information in a number of ways, including:

- directly from you when you provide information directly to us in person, by phone or in writing (whether electronic or otherwise) for example when you enquire about any services detailed on our App; initiate a Request; or in a contract with you or your business to provide you with our services;
- from third parties such as:
 - our development partners and service providers to us;
 - operators of linked applications and advertising on our network;
 - social networks where you choose to share that information when accessing or using our App;
- from 3rd party data providers who have been directed by you to send us information on your behalf;
- through use of our proprietary software in which personal information is stored;
- from organisations described under the heading "Use of Personal information."

19.3 Use of Personal Information

Under the Privacy Act, personal information may be used for the primary purposes for which it was collected, for reasonably expected purposes related to that primary purpose and other specified circumstances.

We will use your personal information only in the course of conducting our business – for example, to provide and market our services to you or to enable you to access and use our services.

We may share personal information with our staff, consultants, development partners, and service providers, for the purposes of providing you with further information you have sought regarding the services, or in providing the services to you.



Sometimes if personal information is not provided, we are unable to provide services to, or otherwise engage with, you.

We may also use your personal information to comply with legal and regulatory obligations and disclose such information to legal and regulatory authorities.

We will not sell your personal information to third parties. Please note we may provide information about any resulting App sales that have been created via your Request to the public for marketing purposes.

Your personal information may be sent overseas in the above contexts. You agree that we may do so in respect of personal information you have given us, notwithstanding that privacy laws in such countries may differ. We will take reasonable steps to ensure that the persons we have shared the information with abide by the Australian Privacy Principles.

Where we provide information to a third party at your request (for example where you submit an enquiry or Request), you acknowledge that your information will be handled by that third party in accordance with its privacy policy, and not in accordance with our privacy policy.

Our App may include links to third party Apps or web sites, co-branded web sites and applications and advertising provided by third parties (Linked Sites). The operators of Linked Sites may collect personal information through the use of cookies and otherwise. We are not responsible for Linked Sites and recommend you read the privacy policy of Linked Sites before disclosing your personal information.

19.4 Cookies

From time to time, our App may make limited use of cookies. Cookies are used to enable the production of statistics around use of our App to allow us to design it better, improve its functionality and to enhance our services to you.

We do not store personal information in a cookie.

Internet browsers are usually set to receive cookies – if you do not wish to receive cookies from our App, you should change the settings on your browser.

19.5 Security

We understand the importance of maintaining the security of personal information, which we hold. Accordingly we use what we believe are reasonable security measures with respect to both our physical premises and electronic files to prevent unauthorised use of, and access to, personal information which we hold.

Your personal information will be stored electronically by our IT service providers, and in some cases it will be stored in hard copy at our offices.

Data transmitted between our App and our web services and databases are encrypted with Secure Sockets Layer (SSL).

Notwithstanding the above, the Internet is not a completely secure environment and you should be aware that personal information which is sent using the Internet may be tampered with or used in an unauthorised manner.



19.6 Accessing Your Personal Information

You may access most personal information we hold about you. A fee may be charged for this access.

If you believe that any personal information we hold about you is incorrect or out of date, you should contact us at support@thunkapp.com. We will take all reasonable steps to correct it and keep it up to date.

19.7 Contact Us & Complaints

If you have any queries or complaints regarding privacy matters or any part of this privacy policy, you should contact us at support@thunkapp.com.

If you would like further information about privacy in Australia, please visit the [Office of the Australian Information Commissioner's website](#).