#### MOBILE APP TERMS AND CONDITIONS OF USE

## 1. About the Application

- **1.1.**Welcome to Yesterday Stories pty ltd (the '**Application**'). The Application facilitates interactions between:
  - (a) Users uploading video content (the 'Receiver'); and
  - (b) Yesterday Stories pty ltd (the 'Provider'),

making it easier for the Receiver and the Provider to locate, communicate, arrange payment and deliver the services in a fast and secure manner (the 'Services').

- 1. 2. The Application is operated by Yesterday Stories pty ltd (ABN 31639153549). Access to and use of the Application, or any of its associated Products or Services, is provided by Yesterday Stories pty ltd. Please read these terms and conditions (the 'Terms') carefully. By using, browsing and/or reading the Application, this signifies that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Application, or any of its Services, immediately.
- 1. 3. Yesterday Stories pty ltd reserves the right to review and change any of the Terms by updating this page at its sole discretion. When Yesterday Stories pty ltd updates the Terms, it will use reasonable endeavours to provide you with notice of updates of the Terms. Any changes to the Terms take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of the Terms for your records.

#### 2. Acceptance of the Terms

You accept the Terms by using or browsing the Application. You may also accept the Terms by clicking to accept or agree to the Terms where this option is made available to you by Yesterday Stories pty ltd in the user interface.

#### 3. The Services

- **3. 1.**In order to access the Services, both the Receiver and the Provider are required to register for an account through the Application (the '**Account**').
- 3. 2.As part of the registration process, or as part of your continued use of the Services, you may be required to provide personal information about yourself (such as identification or contact details), including:
  - (a) Email address
  - (b) Preferred username
  - (c) Password
- **3. 3.**You warrant that any information you give to Yesterday Stories pty ltd in the course of completing the registration process will always be accurate, correct and up to date.

- **3. 4.**Once you have completed the registration process, you will be a registered member of the Application ('**Member**') and agree to be bound by the Terms.
- 3.5. You may not use the Services and may not accept the Terms if:
  - (a) you are not of legal age to form a binding contract with Yesterday Stories pty ltd; or
  - (b) you are a person barred from receiving the Services under the laws of Australia or other countries including the country in which you are resident or from which you use the Services.

# 4. Your obligations as a Member

- 4.1. As a Member, you agree to comply with the following:
  - (a) you will not share your profile with any other person;
  - (b) you will use the Services only for purposes that are permitted by:
    - (i) the Terms; and
    - (ii) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions;
  - (c) you have sole responsibility for protecting the confidentiality of your password and/or email address. Use of your password by any other person may result in the immediate cancellation of the Services;
  - (d) any use of your registration information by any other person, or third parties, is strictly prohibited. You agree to immediately notify Yesterday Stories pty ltd of any unauthorised use of your password or email address or any breach of security of which you have become aware;
  - (e) you must not expressly or impliedly impersonate another Member or use the profile or password of another Member at any time;
  - (f) any content that you broadcast, publish, upload, transmit, post or distribute on the Application ('Your Content') will always be accurate, correct and up to date and you will maintain reasonable records of Your Content.
  - (g) you agree not to harass, impersonate, stalk, threaten another Member of the Application (where interaction with other Members is made available to you);
  - (h) access and use of the Application is limited, non-transferable and allows for the sole use of the Application by you for the purposes of providing the Services:
  - you will not use the Services or the Application in connection with any commercial endeavours except those that are specifically endorsed or approved by the management of Yesterday Stories pty ltd;
  - (j) you will not use the Services or Application for any illegal and/or unauthorised use which includes collecting email addresses of

- Members by electronic or other means for the purpose of sending unsolicited email or unauthorised framing of or linking to the Application;
- (k) you agree that commercial advertisements, affiliate links and other forms of solicitation may be removed from Member profiles without notice and may result in termination of the Services. Appropriate legal action will be taken by Yesterday Stories pty ltd for any illegal or unauthorised use of the Application; and
- (I) you acknowledge and agree that any automated use of the Application or its Services is prohibited.

# 5. Using the Application as the Receiver

**5. 1.**User must register to use the service to view video, create a login user profile to upload video and to place advertisements.

## 6. Using the Application as the Provider

**6. 1.**The provider moderates all video and advertisement uploads prior to videos and advertisements going live.

### 7. Payment

- **7.1.**By Yesterday Stories pty ltd offering the Services to you, you agree that:
  - (a) Payment for advertisements is set as per the agreed pricing chosen by selecting on the amount of ads purchased. All costs are deducted via stripe on a monthly basis.
- 7. 2.All payments made in the course of your use of the Services are made using Stripe. In using the Application, the Services or when making any payment in relation to your use of the Services, you warrant that you have read, understood and agree to be bound by the Stripe terms and conditions which are available on their Application.

#### 8. Refund Policy

- **8. 1.**Since Yesterday Stories pty ltd is only a facilitator in introducing the Receiver to the Provider and providing a system to make safe payment, Yesterday Stories pty ltd does not hold any liability to the Receiver directly and will not personally refund them any payments made in the use of Services.
- **8. 2.**Notwithstanding the above clause, if a Receiver is unsatisfied with the services provided by the Provider or believes that they may be entitled to a refund, then Yesterday Stories pty ltd requires the Receiver to:
  - (a) contact the Provider directly to request a refund; and
  - (b) if contacting the Provider is not successful after fourteen (14) days, contact Yesterday Stories pty ltd through the 'Contact Us' section of the Application outlining why you believe you are entitled to a refund so we are able to determine if the Provider should be removed from the Services.

- **8. 3.**If contacted by a Receiver who is requesting a refund pursuant to the above clause, the Provider agrees that it will immediately:
  - (a) complete the Yesterday Stories pty ltd refund request form (the 'Request Form') provided on the Application; and
  - (b) provide both the Request Form and the email from the Receiver requesting the refund to Yesterday Stories pty ltd.
- **8. 4.**If the Provider agrees to a refund it is acknowledged that the Provider will instruct Yesterday Stories pty ltd to refund all or part of the payments made to the Receiver directly, less any fees and charges incurred by Yesterday Stories pty ltd in processing the refund.
- **8. 5.**Both the Receiver and Provider agree that they will comply with the Refund Policy contained in this Clause of these Terms.

# 9. Copyright and Intellectual Property

- 9. 1. The Application, the Services and all of the related products of Yesterday Stories pty Itd are subject to copyright. The material on the Application is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the Services and compilation of the Application (including but not limited to text, graphics, logos, button icons, video images, audio clips, Application, code, scripts, design elements and interactive features) or the Services are owned or controlled for these purposes, and are reserved by Yesterday Stories pty Itd or its contributors.
- **9. 2.**All trademarks, service marks and trade names are owned, registered and/or licensed by Yesterday Stories pty ltd, who grants to you a worldwide, non-exclusive, royalty-free, revocable license whilst you are a Member to:
  - (a) use the Application pursuant to the Terms;
  - (b) copy and store the Application and the material contained in the Application in your device's cache memory; and
  - (c) print pages from the Application for your own personal and noncommercial use.

Yesterday Stories pty ltd does not grant you any other rights whatsoever in relation to the Application or the Services. All other rights are expressly reserved by Yesterday Stories pty ltd.

- 9. 3. Yesterday Stories pty ltd retains all rights, title and interest in and to the Application and all related Services. Nothing you do on or in relation to the Application will transfer any:
  - (a) business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright, or
  - (b) a right to use or exploit a business name, trading name, domain name, trade mark or industrial design, or

 a thing, system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a thing, system or process),

to you.

- 9. 4. You may not, without the prior written permission of Yesterday Stories pty ltd and the permission of any other relevant rights owners: broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Services or third party Services for any purpose, unless otherwise provided by these Terms. This prohibition does not extend to materials on the Application, which are freely available for re-use or are in the public domain.
- 9. 5.Where you broadcast, publish, upload, transmit, post or distribute Your Content on the Application, then you grant to Yesterday Stories pty ltd a non-exclusive, transferrable, perpetual, royalty-free, irrevocable, worldwide licence to broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change Your Content.

## 10. Privacy

Yesterday Stories pty ltd takes your privacy seriously and any information provided through your use of the Application and/or Services are subject to Yesterday Stories pty ltd's Privacy Policy, which is available on the Application and at www.yesterdaystories.com.au.

#### 11. General Disclaimer

- **11. 1.** Nothing in the Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.
- **11. 2.** Subject to this clause, and to the extent permitted by law:
  - (a) all terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms are excluded; and
  - (b) Yesterday Stories pty ltd we will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Services or these Terms (including as a result of not being able to use the Services or the late supply of the Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.
- **11. 3.** Use of the Application and the Services is at your own risk. Everything on the Application and the Services is provided to you "as is" and "as available" without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors and licensors of Yesterday Stories pty

Itd make any express or implied representation or warranty about the Services or any products or Services (including the products or Services of Yesterday Stories pty ltd) referred to on the Application. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:

- (a) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;
- the accuracy, suitability or currency of any information on the Application, the Services, or any of its Services related products (including third party material and advertisements on the Application);
- (c) costs incurred as a result of you using the Application, the Services or any of the products of Yesterday Stories pty ltd; and
- (d) the Services or operation in respect to links which are provided for your convenience.
- 11. 4. You acknowledge that Yesterday Stories pty ItdApplication and the Services are only intended to facilitate the interactions between the Receiver and the Provider and does not offer any services other than the Services and Yesterday Stories pty Itd holds no liability to you as a result of any conduct of the Members or the misuse of Your Content by any party (including other Members).

## 12. Competitors

If you are in the business of providing similar Services for the purpose of providing them to users for a commercial gain, whether business users or domestic users, then you are a competitor of Yesterday Stories pty ltd. Competitors are not permitted to use or access any information or content on our Application. If you breach this provision, Yesterday Stories pty ltd will hold you fully responsible for any loss that we may sustain and hold you accountable for all profits that you might make from such a breach.

## 13. Limitation of Liability

- 13. 1. Yesterday Stories pty ltd's total liability arising out of or in connection with the Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the resupply of the Services to you.
- 13. 2. You expressly understand and agree that Yesterday Stories pty ltd, its affiliates, employees, agents, contributors and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.

**13. 3.** You acknowledge and agree that Yesterday Stories pty ltd holds no liability for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you as a result of providing Your Content to the Application.

#### 14. Termination of Contract

- 14. 1. If you want to terminate the Terms, you may do so by providing Yesterday Stories pty Itd with 14 days' notice of your intention to terminate by sending notice of your intention to terminate to Yesterday Stories pty Itd via the 'Contact Us' link on our homepage.
- 14. 2. Yesterday Stories pty ltd may at any time, terminate the Terms with you if:
  - (a) you have breached any provision of the Terms or intend to breach any provision;
  - (b) Yesterday Stories pty ltd is required to do so by law;
  - (c) Yesterday Stories pty ltd is transitioning to no longer providing the Services to Members in the country in which you are resident or from which you use the service; or
  - (d) the provision of the Services to you by Yesterday Stories pty ltd is, in the opinion of Yesterday Stories pty ltd, no longer commercially viable.
- 14. 3. Subject to local applicable laws, Yesterday Stories pty ltd reserves the right to discontinue or cancel your membership at any time and may suspend or deny, in its sole discretion, your access to all or any portion of the Application or the Services without notice if you breach any provision of the Terms or any applicable law or if your conduct impacts Yesterday Stories pty ltd's name or reputation or violates the rights of those of another party.
- 14. 4. When the Terms come to an end, all of the legal rights, obligations and liabilities that you and Yesterday Stories pty ltd have benefited from, been subject to (or which have accrued over time whilst the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of this clause shall continue to apply to such rights, obligations and liabilities indefinitely.

## 15. Indemnity

- **15. 1.** You agree to indemnify Yesterday Stories pty ltd, its affiliates, employees, agents, contributors, third party content providers and licensors from and against:
  - (a) all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with Your Content;
  - (b) any direct or indirect consequences of you accessing, using or transacting on the Application or attempts to do so; and/or
  - (c) any breach of the Terms.

## 16. Dispute Resolution

## 16.1. Compulsory:

If a dispute arises out of or relates to the Terms, either party may not commence any Tribunal or Court proceedings in relation to the dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sought).

## 16.2. Notice:

A party to the Terms claiming a dispute ('**Dispute**') has arisen under the Terms, must give written notice to the other party detailing the nature of the dispute, the desired outcome and the action required to settle the Dispute.

#### 16.3. Resolution:

On receipt of that notice ('**Notice**') by that other party, the parties to the Terms ('**Parties**') must:

- (a) Within 14 days of the Notice endeavour in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree;
- (b) If for any reason whatsoever, ..... days after the date of the Notice, the Dispute has not been resolved, the Parties must either agree upon selection of a mediator or request that an appropriate mediator be appointed by the President of the Australian Mediation Association or his or her nominee;
- (c) The Parties are equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation and without limiting the foregoing undertake to pay any amounts requested by the mediator as a pre-condition to the mediation commencing. The Parties must each pay their own costs associated with the mediation;
- (d) The mediation will be held in ....., Australia.

#### 16. 4. Confidential

All communications concerning negotiations made by the Parties arising out of and in connection with this dispute resolution clause are confidential and to the extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.

#### 16.5. Termination of Mediation:

If 6 weeks have elapsed after the start of a mediation of the Dispute and the Dispute has not been resolved, either Party may ask the mediator to terminate the mediation and the mediator must do so.

## 17. Venue and Jurisdiction

The Services offered by Yesterday Stories pty ltd is intended to be viewed by residents of Australia. In the event of any dispute arising out of or in relation to the Application, you agree that the exclusive venue for resolving any dispute shall be in the courts of New

South Wales, Australia.

## 18. Governing Law

The Terms are governed by the laws of New South Wales, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of New South Wales, Australia, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

# 19. Independent Legal Advice

Both parties confirm and declare that the provisions of the Terms are fair and reasonable and both parties having taken the opportunity to obtain independent legal advice and declare the Terms are not against public policy on the grounds of inequality or bargaining power or general grounds of restraint of trade.

#### 20. Severance

If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed and the rest of the Terms shall remain in force.

# 21. End User Agreeement Licence

By agreeing to these terms you also agree to the End User Agreement License provided here.

#### **END USER LICENSE AGREEMENT**

## Yesterday Stories pty Itd (ACN 31639153549) THIS

#### **AGREEMENT** made **BETWEEN**

**Yesterday Stories pty ltd** (ACN 31639153549) of 2/324 Crown St, West Wollongong, New South Wales, 2500 ("**Licensor**")

- and -

You ("Licensee")

(the "Parties")

#### 1. Definitions and interpretation

#### 1.1. Definitions

In this Agreement (including the recitals) unless the context otherwise requires:

Agreement means this agreement and its schedule;

Product means Yesterday Stories App as detailed in Schedule 1;

**Terms** means the terms and conditions of this Agreement.

#### 1.2. Interpretation

In this Agreement unless the context otherwise requires:

- (a) headings are for convenience only and do not affect its interpretation and construction;
- (b) the singular includes the plural and vice versa;
- (c) words importing a gender include other genders;
- (d) where any word or phrase is defined, any other part of speech or other grammatical form of that word or phrase has a cognate meaning;
- (e) a reference to any statute, proclamation, rule, code, regulation or ordinance includes any amendment, consolidation, modification, re-enactment or reprint of it or any statute, proclamation, rule, code, regulation or ordinance replacing it;
- (f) "includes" is not a word of limitation;
- (g) a reference to any thing is a reference to the whole and each part of it;
- (h) a reference to a group of persons is a reference to all of them collectively and to each of them individually; and
- (i) a reference to a document includes all amendments or supplements to, or replacements or novation of, that document.

## 2. Acceptance

**2.1.** This Agreement is between you and the Licensor, and governs the Products made available to you.

## 2.2. Upon:

- (a) selecting the 'Accept' option;
- (b) payment of the license fee for the Product at the point of purchasing the licence for the Product; or
- (c) upon downloading, installing or using the Product (whichever comes first), you are granted a revocable, non-transferable, non-exclusive and limited licence ("**Licence**") strictly in accordance with the Terms of this Agreement.
- **2.3.** If you do not agree to the Terms of this Agreement, you must not install, use, or copy the Product.

### 3. License grant

- 3.1. This Agreement entitles you to
- (a) install and use the Product on a single computer; or
- (b) install and make an archival copy of the Product on a storage medium other than a hard drive, and may only be used for the reinstallation of the Product.
- 3.2. This Agreement does not permit the installation of the Product
- (a) on more than one computer at any given time;
- (b) on a system that allows shared use of applications;
- (c) on a multi-user network; or
- (d) on any configuration or system of computers that allow multiple users unless you have a license for each separate computer on which the product is installed and run.

#### 4. Limitations

#### 4.1. Limitations on transfer

You may not assign your rights and obligations under this Agreement, or redistribute, encumber, sell, rent, lease, sublicense, or otherwise transfer your rights to the Products.

#### 4.2. Limitations on use

You may not:

- (a) share the Licence, or contents of the Product, with others;
- (b) copy, install or use the Product on any system with more than one computer; or
- (c) permit the use, copying or installation of the Product by more than one user or on more than one computer.

unless you hold multiple, validly, licensed copies.

You may not:

- (d) decompile, "reverse engineer", disassemble, or otherwise attempt to derive the source code for the Product;
- (e) broadcast, transmit or otherwise display in a public forum or any venue not restricted to you, the Product or any part of the product
- (f) post the Product or part of the Product on any website; or
- (g) use the Product for commercial purposes.

#### 4.3. Limitations on derived works

You may not modify the Product, create derivative works based upon the Product, or use the Product to develop any product having the same primary function as the Product.

## 4.4. Limitations on alteration

You may not:

- (a) modify the Product or create any derivative work of the Product or its accompanying documentation. Derivative works include but are not limited to translations; or
- (b) alter any files or libraries in any portion of the Product.

## 4.5. Limitations on copying

You may not copy any part of the product except to the extent that the licensed use inherently demands the creation of a temporary copy stored in the computer memory and not permanently affixed on storage medium.

#### 5. Ownership

Yesterday Stories pty ltd or its subsidiaries, affiliates, and suppliers retain all rights, title and interest, including all copyright and intellectual property rights, in and to, the Product and all copies thereof.

#### 6. Warranties and exclusions

- **6.1.** Provisions of the Competition and Consumer Act 2010 and other laws in force from time to time in Australia may imply guarantees, warranties, conditions, and impose obligations on Yesterday Stories pty ltd and its subsidiaries, affiliates, and suppliers ("**Implied Terms**"). If these Implied Terms apply, Yesterday Stories pty ltd's liability will be limited at its option to resupply, repair or replacement of the Product or the cost of such resupply, repair or replacement, to the extent permitted by law.
- **6.2.** Unless otherwise explicitly agreed to in writing by Yesterday Stories pty ltd, subject to the Implied Terms, all representations, guarantees, conditions and warranties of any nature are expressly excluded.
- **6.3.** Nothing in this clause excludes, restricts or modifies your rights under an Implied Term.

## 7. Exclusion of damages

Subject to any Implied Term, Yesterday Stories pty ltd, its directors, officers, employees, or agents will not be liable to you or any other party for indirect, consequential, special, incidental, punitive or exemplary damages of any kind (including lost of revenues or profits or loss of business) arising in connection with these Terms, the Product, any software for the Product or any support services for the Product, whether based on contract, tort, statute, or any other legal theory.

# 8. Limitation of liability and remedies

To the extent that the applicable jurisdiction limits Yesterday Stories pty ltd's ability to disclaim any implied warranties, this disclaimer shall be effective to the maximum extent permitted.

### 9. Licensee indemnity

You will indemnify Yesterday Stories pty ltd, its directors, officers, employees, agents and contractors in full against any liability, loss, damages, costs and expenses as a result of or in connection with your use of the Product, including but not limited to, any modification by you of the Product which causes the Product to infringe the intellectual property rights of a third party.

You understand that Yesterday Stories pty ltd reserves all rights in relation to content being posted on the Product, you may not:

- a. create, use, share, publish or any other means in relation to the Product which would breach of a duty of confidentiality, infringe intellectual property rights, moral rights or other copyright infringements.
- b. produce or upload content which causes offence, is definitively historically factually incorrect or incites hatred, division or violence.
- e. transmit offensive or deemed to be offensive or objectionable content, including but not limited to, spamming, comments, content (text, words, photos, videos etc),

Objectionable content includes but is not limited to content which includes language that is threatening, unlawful, defamatory, libellous, scandalous, obscene, sexually explicit materials, or racist, sexist, content which infringes the copyright of third parties, or deceptive or fraudulent content, or otherwise objectionable by any other community member who can flag and report objectionable content, including or making untruthful comments and remarks and report untruthful comments/remarks of other users. There is no tolerance for objectionable content or abusive users and users deemed to be offensive will be removed from the platform. Content and comments are moderated by Yesterday Stories.

f. users may block offensive users from their profile and their uploaded content at any time.

g. users may contact yesterday stories to report any objectionable content and Yesterday stories will will make all endeavours to remove objectionable content within 24 hours and remove the offending content and user.

#### 10. Variation of Terms

Yesterday Stories pty ltd reserves the right to amend these Terms from time to time without notice to you and you will be subject to the Terms in force at the time you purchase the Licence for the Product or download the Product whichever is applicable.

## 11. Termination

Without prejudice to any other rights, Yesterday Stories pty ltd may terminate this Agreement immediately and without further notice if you fail to comply with the Terms of this Agreement. In such event, you must destroy all copies of the Product.

#### 12. General provisions

- **12.1.** Any provision of, or the application of any provision of this Agreement, which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.
- 2. 2. Any provision of, or the application of any provision of this Agreement which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or

enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.

- **2. 3.** The failure, delay, relaxation or indulgence on the part of a part in exercising, in part or whole, any power, right or remedy conferred upon that party by these Terms shall not operate as a waiver of that power, right, or remedy.
- **2 4.** This Agreement contains the entire Agreement between the Parties and supersedes any previous understandings, commitments or agreements, oral or written.
- **4. 5.** If a clause is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this Agreement.
- **4. 6.** This Agreement shall be governed by and construed in accordance with the laws of New South Wales.

#### **SCHEDULE 1 PRODUCT**

Name of Product: Yesterday Stories App

**Details of Product**: Yesterday Stories enables users to see video histories in location and allows users to upload stories and also to advertise on stories