



Kannuu Website & API Terms of Use

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1 Preamble

IMPORTANT- READ CAREFULLY BEFORE ACCEPTING.

This Kannuu End-User License Agreement ("EULA") is a legal agreement between you (either as an individual or a single entity) and Kannuu Pty Ltd ("KPL" or "LICENSOR"), a company located in NSW Australia, for the use of the Kannuu PRODUCT ("Kannuu") accompanying, and governed by this EULA. "Kannuu," as that term is used throughout this EULA, includes, without limitation, KPL's Kannuu software, as may be amended and updated from time to time by KPL, all associated source code, structure sequence and organization, input and output protocols, resource files, support files, object files, screens, incorporated computer software, all associated media, printed materials, artwork and all online or electronic documentation. The term "Kannuu" also includes any cloud based services which may be offered by KPL or any website (embedded or public URL) operated by KPL, including <http://www.kannuu.com> (the "Kannuu Website") or other IPTV/SmartTV services. BY REGISTERING FOR, ACCESSING, BROWSING, OR USING KANNUU, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, you may not use Kannuu. Use of Kannuu requires you to agree to the Kannuu Privacy Policy and may contractually obligate you to financially compensate KPL.

You must be at least eighteen (18) years old to use Kannuu. By installing or using Kannuu, you represent and warrant to KPL that you are at least 18 years old.

While Kannuu uses reasonable efforts to include accurate and up-to-date information, we make no warranties or representations as to the accuracy of the content provided in its services and assume no liability or responsibility for any error or omission in the content. Use of Kannuu IS AT YOUR OWN RISK. ALL CONTENT IS PROVIDED "AS IS" AND "AS AVAILABLE."

2 Grant of License and Limitations

2.1 Grant

Kannuu is protected by United States copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Kannuu is licensed, not sold. For the purposes of this EULA, KPL is the LICENSOR and you, the user of Kannuu, are the LICENSEE. If you did not receive Kannuu directly from KPL, you have not received a license from KPL and must not use Kannuu.

Pursuant to this EULA, and during the term of this EULA, you are granted a limited, non-exclusive license to install Kannuu and use it in accordance with its applicable documentation.

This EULA specifically grants you the following rights:

- Installation and Use. You may install or use local Kannuu software on a

computer and access Kannuu web-based services on that computer. A "computer" in this context includes the computing device on which Kannuu is operating, including without limitation a personal computer, set-top box, television, cable box, IPTV, smart TV, streaming media box, smart phone, tablet, or other similar computing device capable of running the Kannuu software. You may not copy or distribute Kannuu to any third party, or authorize any third party to use Kannuu. If Kannuu comes pre-installed on your computer, you may not install it on another device.

You may not reproduce or distribute copies of Kannuu. Copies of Kannuu may not be distributed for profit or otherwise, either on a stand-alone basis or included as part of your own products.

2.2 Prohibited Activities

Except as otherwise expressly authorized in this EULA, you waive your right to the full extent permissible by law (if any) to engage in or attempt to do any of the following, and shall not attempt to, and shall not cause or allow another to engage in:

- Copying or duplicating Kannuu in any way (including without limitation via photographs, scans, digitization, screen captures, measurements, "scraping," "spiders," "robots," "offline readers" or the like) for any purpose;
- Preparing derivative works of Kannuu;
- Distributing, leasing, sublicensing, renting, lending, giving, transferring, assigning or otherwise making all or any portion of Kannuu available to any third-party, except as expressly authorized in this EULA;
- Removing, obscuring or modifying any copyright, trademark or other proprietary or intellectual property rights notices contained in or on Kannuu;
- Knowingly aiding or abetting any competitor of KPL who designs competing products, or utilizes a competing database for manufacturing competing products;
- Knowingly selling or providing Kannuu to any third party who normally and knowingly competes with KPL;
- Providing Kannuu to any third party you suspect may attempt to sell, copy or duplicate Kannuu in any way;
- Copying, modifying, disclosing, archiving, or distributing Kannuu in any medium;
- Using automated system to access Kannuu, except that KPL grants to the operators of legitimate public search engines revocable permission to index (but not cache) the Kannuu Website;
- Using Kannuu to, or in connection with your use of Kannuu, send spam, chain letters, or other unsolicited electronic communications;
- Interfering with, intercepting, decrypting, deciphering, or altering any transmission from a server operated by KPL in connection with Kannuu;

- Uploading false, misleading, invalid, malicious, illegal, or infringing content to the Kannuu Website or any service used in connection with Kannuu;
- Collecting any personal or aggregate user data;
- Commercial solicitation;
- Interfering with Kannuu;
- Framing or using framing techniques;
- Using any meta tags or any other hidden text or images that use or are confusingly similar with Kannuu's name and/or trademarks;
- Removing, circumventing, disabling, damaging, or otherwise interfering with security-related features of Kannuu;
- Harassing, bullying, demeaning, or abusing other users;
- Posting pornographic content, engaging in any pornographic activity or linking to pornographic activity or content;
- Discriminating against any person or group based on age, sex, race, nationality, origin, religion, disability, or sexual orientation;
- Activity that results or that may reasonably be anticipated to result in harm to KPL's reputation or Kannuu's reputation, it being understood that acts required by this EULA do not breach this duty;
- Defaming, slandering, or libeling any person;
- Any illegal, unethical, dangerous, unsafe or immoral activity, or any activity prohibited by the laws and regulations of the United States of America, the State of Texas, or your local laws and regulations.

You agree to report any such suspected activity immediately to KPL. If you become aware of any of the foregoing activities, you agree to immediately report the same to KPL.

2.3 Licensing Content

If you would like to seek express permission to use Kannuu content or services for any commercial purpose, please contact our licensing department at licensing@kannuu.com

3 Copyright

All title and copyrights in and to Kannuu (including but not limited to any images, text, applets, source files, resource files, support files, and related files) incorporated into or provided by Kannuu, accompanying printed or electronic materials, and any copies of the software are owned by KPL or its suppliers. Kannuu is protected by copyright laws and international treaty provisions. You must treat Kannuu like any other copyrighted material that you do not own, as further limited by this EULA.

4 Other Rights and Limitations

4.1 Age

You must be at least eighteen (18) years old to use Kannuu. By installing or using Kannuu, you represent and warrant to KPL that you are at least 18 years old.

4.2 Consent to Electronic Notice

You consent that any notice KPL may provide or is required to provide by law, under this EULA, or under the Kannuu Privacy Policy is effective upon publication on the Kannuu website at <http://www.kannuu.com/notices>, which you agree to check regularly.

4.3 Term

The term of this EULA shall commence on the effective date and is for as long as you have Kannuu installed on any computer, or until terminated in accordance with any other provision of this EULA.

4.4 Termination

Without prejudice to any other rights, your license terminates automatically and without further notice if you fail to strictly comply with the terms and conditions of this EULA.

Without limitation, KPL reserve the right to terminate this EULA and your access to Kannuu in its sole discretion, without notice or liability, for any reason or for no reason.

Neither party is required to continue this relationship indefinitely against its will and neither party expects or has a right to require the other party to continue this relationship against the other party's will. Each party, both KPL and you, has the unfettered right to terminate the EULA at any time, effective immediately. You may terminate by giving Kannuu written notice and by ceasing all use of Kannuu. KPL may terminate by giving you notice or by blocking your access to Kannuu. There need be no cause for any termination and there is no requirement that a notice state a cause for the termination. If a notice of intent to terminate is given, rather than immediate termination, then the notice will become effective according to its terms without further notice. If a notice of termination or a notice of intent to terminate is given by KPL, then no communication from KPL except a

written communication issued directly by KPL's President is effective to delay, waive, modify, revoke, or otherwise change the notice or its effect.

In the event that this EULA is terminated for any reason, you must immediately destroy all copies of Kannuu and all of its component parts, and must refrain from using any part of Kannuu.

4.5 DMCA

It is KPL's policy to comply strictly with the Digital Millennium Copyright Act (DMCA), including responding to allegations of copyright infringement. KPL may promptly and without notification terminate your access to Kannuu if you are found to have engaged in infringing activity through your use of Kannuu.

Copyright owners who believe that a Kannuu user has posted infringing material may submit a DMCA-compliant notice to:

Kannuu Properties, Ltd.

Attn: DMCA Infringement Notice

8111 LBJ Freeway Suite 1440

Dallas, TX 75251

For more information about Kannuu's DMCA compliance, please visit <http://www.kannuu.com/dmca>.

4.6 Use of Third Party Services

Your use of Kannuu may depend on services provided by a third party, such as telephone, cable, internet or wireless carriers ("Third-Party Services"). Your use of Third-Party Services may be subject to terms and conditions imposed by the service provider. Some service providers impose data caps, bandwidth caps, or charge extra fees for data volume. **YOU ARE SOLELY RESPONSIBLE FOR ANY THIRD-PARTY SERVICES FEES INCURRED IN CONNECTION WITH YOUR USE OF KANNUU. KPL HAS NO OBLIGATION TO WARN OR INFORM YOU OF DATA USAGE RATES.**

4.7 Updates

In order to keep Kannuu up-to-date, KPL may "push" out automatic updates at any time, without notice. In the event that your computer requires you to authorize automatic updates in general, or specific updates, you agree to authorize and install all updates provided by Kannuu.

4.8 Third-Party Content

The Kannuu Website may include links or references to other web sites or services ("Third-Party Content"). Third-Party Content is provided solely as a convenience to you, and KPL does not control, endorse, authorize, or screen Third-Party Content. You access Third-Party Content solely at your own risk. Third-Party Content is not governed by this EULA, but may be subject to additional terms and conditions, solely at the discretion of the respective owners of the Third-Party Content. You agree that when accessing Third-Party Content, you will read, understand, agree to, and abide by the license or other terms under which the content is provided. Kannuu makes no representation regarding the integrity and accuracy of the Third-Party Content supplied.

KPL may also make certain software or content available directly through the Kannuu Website or services, including Third-Party Content such as meta-data, trailers and other streaming content ("On-Site Content"). You agree that you will access On-Site Content solely through Kannuu, that you will comply with all applicable licenses to On-Site Content, and that you will not attempt to circumvent any technological measures put in place to control your use of On-Site Content.

This product may use API services for Third-Party Content in some form from the following, but it is not endorsed or certified by such services: TMDb, Flixter Inc., Netflix Inc., Hulu LLC., Vudu Inc.

4.9 Survival of Terms

Termination or cancellation does not affect any right to monies earned prior to the termination. The parties' obligations herein concerning INTELLECTUAL PROPERTY and CONFIDENTIALITY, and the parties' rights and obligations under the Kannuu Privacy Policy, and all other obligations which, by their terms, imply that they are intended to survive termination or cancellation hereof do survive termination or cancellation hereof. KPL's grants herein are limited, non-exclusive, non-transferable licenses. No representation, grant, obligation, warranty, right to use or any other duty or limitation shall be implied against KPL unless expressly stated herein.

5 PRICES

5.1 Initial Fees

The initial fee for providing Kannuu is the fee you paid, if any, before receiving your copy of Kannuu. If you did not receive your copy of Kannuu directly from KPL, you may have failed to pay a required initial fee, and may be in breach of this EULA.

5.2 Recurring Fees

KPL does not currently intend to charge any recurring fees in relation to Kannuu. KPL retains the right to terminate this EULA on notice to you and to require a new license, which may require the payment of recurring fees.

5.3 Other Requirements

Agreeing to the Kannuu Privacy Policy is part of the "price" of providing Kannuu to you.

6 Relationship Between You and KPL

6.1 Independent Businesses

This EULA does not create an agency, partnership or joint venture. Neither party will represent itself as an agent, representative or partner of the other. All restrictions on you herein solely concern the relationship between KPL and you. KPL has no power to instruct you or your employees or agents to do or not do any specific thing or practice except as set forth herein. Any terms or restrictions of this EULA relate solely to the parties' rights with respect to each other in relation to Kannuu, and do not control your actions except as they relate to your use of Kannuu. Neither party will make any promises or representations concerning the other or its goods or services except as expressly authorized in writing.

6.2 Standards

You will rely solely on your own expert's and/or attorney's advice regarding this EULA, and will obtain all necessary governmental approvals and licenses for all acts you take under or relating to this EULA. You will conduct your business in accordance with your own business judgment subject to the requirements and restrictions herein. You are solely responsible for your use, purchase, or sale of any good, service, or supplies. You will not enter into any agreement that conflicts with your obligations to KPL under this EULA.

6.3 Intellectual Property

"INTELLECTUAL PROPERTY" includes any patents, marks, KNOW-HOW (as hereinafter defined below), copyrights, industrial design rights, proprietary

processes, proprietary information and other intangible property rights encompassed in or related to Kannuu. "KNOW-HOW" includes the technology and technical information pertaining to production, creation, manufacturing, testing and installation of Kannuu. KPL does NOT grant you any license or assign to you any rights in any INTELLECTUAL PROPERTY, except as otherwise expressly provided herein. You agree that each part of the INTELLECTUAL PROPERTY is valid and enforceable. You agree to not violate or to cause or permit any other person to violate any of KPL's exclusive rights in the INTELLECTUAL PROPERTY. You agree to notify KPL immediately if you violate any of KPL's exclusive rights in the INTELLECTUAL PROPERTY, or if you become aware of any third party violating any of KPL's exclusive rights in the INTELLECTUAL PROPERTY, regardless of whether you believe or have reason to believe that KPL's claim to those exclusive rights is or may be invalid and/or unenforceable.

In the event that your use of Kannuu results in the creation of any INTELLECTUAL PROPERTY, you do hereby immediately and prospectively assign said INTELLECTUAL PROPERTY to KPL, and agree to take any affirmative steps reasonably necessary to formalize the assignment.

6.4 Confidentiality

You acknowledge and agree that Kannuu contains confidential and proprietary information of KPL. Neither you nor your employees or agents will use (except to the extent expressly authorized in this EULA) or disclose said confidential or proprietary information to any third party or otherwise allow any third party to use or access any confidential portion of Kannuu.

6.5 Ownership

Kannuu is licensed to you, not sold. All right, title and interest in and to Kannuu, including any permitted copies and all copyrights, trade secrets, trademark, patent and other forms of proprietary and intellectual property rights, belong to KPL or its licensors. This EULA does not convey to you any interest in or to Kannuu, but only a limited right of use, revocable in accordance with the terms of this EULA. All rights not expressly granted in this EULA are reserved by KPL and its licensors. All title and copyrights in and to Kannuu are owned by KPL.

6.6 Changes to Service

KPL may, without prior notice, change Kannuu, discontinue service, create or disable accounts, or otherwise change the availability of Kannuu, without recourse by you.

7 User Content

7.1 Provision of User Content Areas

Kannuu, and in particular the Kannuu Website, may enable you to create a user account and provide forums, discussion boards, or upload areas where users are able to post comments, upload content, or otherwise interact with Kannuu ("User Content"). Participating in User Content is a privilege provided to you and revocable by KPL at its sole discretion, not a right. All User Content shall comply with Section 2.02 above.

KPL reserves the right to modify, censor, remove, or otherwise moderate User Content at its sole discretion. If, in KPL's sole discretion, you are deemed to be in violation of this EULA or otherwise to be abusing your privileges, KPL may ban you from participating in User Content, block your access to User Content, or take any other steps reasonably necessary to ensure the propriety and integrity of User Content.

If you disagree with any action taken by KPL under this section, or believe that you have been harmed thereby, your sole recourse shall be to terminate this EULA and immediately discontinue all use of Kannuu.

7.2 Grant of Limited License to KPL

By submitting User Content, you hereby grant to KPL a worldwide, non-exclusive, transferable, assignable, fully paid-up, royalty-free, perpetual, irrevocable right and license to host, transfer, display, perform, reproduce, distribute and re-distribute, and otherwise exploit the, in whole or in part, in any media formats and through any media channels (now known or hereafter developed).

7.3 Grant of Limited License to Kannuu Users

By submitting User Content, you grant to each User of Kannuu a non-exclusive license to access and use your User Content in connection with his or her use of Kannuu.

7.4 User Content Representations and Warranties

You are solely responsible for your User Content and the consequences of posting or publishing it. By posting User Content, you represent and warrant that: (1) you own the User Content or have secured from the owner the rights necessary to lawfully publish the User Content; (2) your User Content does not

infringe, violate, or misappropriate any third-party rights, including copyright, patent, trademark, trade secret, moral rights, privacy rights, rights of publicity, or any other intellectual property or property rights; and (3) your User Content complies with Section 2.02 above

VIOLATION OF THIRD-PARTY RIGHTS MAY SUBJECT YOU TO CRIMINAL AND/OR CIVIL LIABILITY.

7.5 Disclaimer

Your use of Kannuu may expose you to User Content from numerous sources and persons. KPL is not responsible for the accuracy, usefulness, propriety, or legality of User Content. You may be exposed to content that you find inaccurate, offensive, indecent, objectionable, illegal, or otherwise improper. You acknowledge and agree that User Content is solely the responsibility of the person posting it, that KPL has no liability whatsoever in connection with any User Content, and you waive any legal or equitable remedies you may have against KPL in connection with User Content. The fact that KPL prohibits certain types of User Content and reserves the right to take certain actions in response to non-compliant user content does not imply an obligation on the part of KPL to take any such action or to otherwise control, screen, or moderate User Content. You acknowledge that KPL takes such action at its sole discretion, and that you have no contractual rights to any such action.

8 Privacy

Privacy is governed by the Kannuu Privacy Policy, attached hereto as an appendix or available at <http://www.Kannuu.com/privacy>. **IF YOU DO NOT AGREE TO THE KANNUU PRIVACY POLICY, YOU MUST NOT CHECK "I AGREE" AND YOU MUST NOT INSTALL OR USE KANNUU.**

9 Warranties and Liability

9.1 Content Searching

Kannuu is provided FOR ENTERTAINMENT PURPOSES ONLY, and is not a substitute for or supplement to your own exercise of due care. In particular, KPL makes no warranties or representations about the quality or consistency of any data, including data resulting from content searches. KPL assumes NO RESPONSIBILITY WHATSOEVER for providing correct information about

available content. You agree to verify for yourself any data or information provided by KPL or through Kannuu. YOU EXPRESSLY ASSUME THE RISK THAT DATA, TRACKING, OR INFORMATION PROVIDED OR RETRIEVED BY KPL OR THROUGH KANNUU IS INCORRECT. The terms of this section supplement and do not supersede the other limitations in this article.

9.2 Limitation on Warranties

EXCEPT AS EXPRESSLY STATED IN THIS EULA, THE SOFTWARE IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, KPL EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, ACCURACY OF ANY INFORMATIONAL CONTENT OR THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, KPL DOES NOT WARRANT THE OPERATION OF KANNUU WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED OR ERROR-FREE. CERTAIN GOVERNMENTAL BODIES DO NOT ALLOW DISCLAIMERS OF CERTAIN WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO ONE OR ALL OF THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.

9.3 Limitation of Liability

IN NO EVENT SHALL KPL OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR ANY LOST PROFITS, BUSINESS INTERRUPTION, COSTS OF DELAY, ANY FAILURE OF DELIVERY, LOSS OF DATA, REVENUE, PROFITS OR GOODWILL, COSTS OF LOST OR DAMAGED DATA, DOCUMENTATION OR EQUIPMENT, OR LIABILITIES TO THIRD PARTIES) ARISING OUT OF OR RELATING TO THIS EULA OR THE SOFTWARE (INCLUDING THE USE OR INABILITY TO USE THE SOFTWARE, ERRORS IN THE SOFTWARE, OR MALFUNCTIONS OR ERRONEOUS DATA ARISING FROM USE OF THE SOFTWARE), EVEN IF KPL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM OF ACTION (INCLUDING WITHOUT LIMITATION CONTRACT, NEGLIGENCE, TORT OR WARRANTY). WITHOUT LIMITING THE FOREGOING, YOUR SOLE REMEDY IN CASE OF A BREACH BY KPL SHALL BE TERMINATION OF THIS EULA, AND IN NO EVENT SHALL MONEY DAMAGES EXCEED THE AMOUNT YOU PAID FOR KANNUU. CERTAIN GOVERNMENTAL BODIES DO NOT ALLOW THE LIMITATION OF CERTAIN DAMAGES, SO SOME OR ALL OF THIS LIMITATION OF LIABILITY MAY NOT APPLY TO YOU AND YOU MAY HAVE ADDITIONAL RIGHTS.

9.4 Harm to Your Computer.

YOU UNDERSTAND AND AGREE THAT YOU USE KANNUU AT YOUR OWN DISCRETION AND RISK AND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY, INCLUDING YOUR COMPUTER, HARDWARE, SOFTWARE, OR DATA, RESULTING FROM YOUR USE OF KANNUU.

10 OTHER TERMS

10.1 Disputes

All disputes between the parties shall be resolved by a court of competent jurisdiction sitting in Dallas County, Texas, USA, the county of KPL's principal place of business, where the parties irrevocably consent to personal jurisdiction and venue. KPL's activities related to this EULA primarily occur at KPL's principal place of business. To obtain certainty, this EULA establishes sole and exclusive venue and jurisdiction for all disputes between the parties as stated above. You expressly agree to not contest the same, to submit to the same, and waive all objections to the same. An exception is that KPL has the sole option to elect to proceed in whole or in part against you in any court of competent jurisdiction in the state in which you are located if KPL decides that doing so will be a more expedient way for KPL to resolve a dispute. KPL proceeding in part in a court in your state does not waive the venue and jurisdictional agreements herein concerning other parts of the dispute or other disputes. If you are held to have breached this EULA, including a nominal breach or breach resulting in no economic harm, KPL shall be entitled to recovery of all of KPL's reasonable costs, expenses, and attorneys' fees incurred due to the dispute or to enforce this EULA, including investigating the same. Recovery of other costs, expenses, and attorneys' fees, if any, shall be determined by applicable law. Your actual or threatened breach of any term of this EULA will cause KPL immediate, great, and irreparable injury without adequate remedy at law. You expressly agree that a prima facie or presumptive initial showing of an actual or threatened breach of this EULA by you entitles KPL, in addition to KPL's other remedies and without waiving any of KPL's rights and without a showing of actual damages, to a temporary or preliminary injunction restraining the violation upon posting a \$500 bond, and to a permanent injunction upon the actual or threatened breach being ultimately established.

This EULA is finally accepted, first becomes valid and is performable in Dallas, Dallas County, TX, U.S.A. Texas internal law governs the entire relationship and all rights and obligations of the parties without giving effect to conflicts of law considerations. A limited exception is that if any part of this EULA would be enforceable under the laws of your jurisdiction, but not under Texas law, then the

law of your jurisdiction shall apply to that limited part of this EULA. Further, regardless of this EULA's choice of law, if any public policy law of your jurisdiction is held to nonwaivably govern any aspect of the parties' relationship, then only the non-waivable portion of your state's law shall apply to that aspect of the parties' relationship and not the laws of both Texas and your jurisdiction. KPL's listed rights and remedies are cumulative with any others granted by law or equity. Any part of any provision of this EULA which is held to be unlawful or unenforceable under applicable law will be, as to such jurisdiction only and without affecting any other provision, reformed to fully enforce the parties' intent as expressed herein to the maximum extent permitted by applicable law. To the full extent, however, that any applicable laws may be waived to effect the parties' intent as expressed herein, they are hereby waived, to the end that this EULA be deemed to be a valid and binding EULA, enforceable in accordance with its terms to the fullest extent possible.

Each covenant herein is independent. A party's breach of this EULA, if any, does not provide a defense against the party's enforcement of this EULA.

10.2 Assignment

This EULA is personal to you. The rights conveyed herein to you are indivisible, non-assignable, non-delegable, incapable of being sublicensed and non-transferable by operation of law or otherwise without KPL's written consent.

KPL may assign this EULA. This EULA and its covenants apply to and inure to the benefit of and shall be binding on the parties hereto and their respective permitted successors and assigns. The parties do not intend this EULA to confer any benefit on any entity other than the parties except as expressly stated herein.

10.3 Entire Agreement

This EULA is the entire agreement superseding all prior representations or agreements. No representations have been made to induce acceptance of this EULA, which are not included herein. No one has authority to either make representations on behalf of KPL that vary or expand KPL's representations set forth herein or to amend or waive any part of this EULA on behalf of KPL, except in a writing signed by an officer of KPL, or a communication expressly authorized by an officer of KPL, or as set expressly forth in this EULA, or by you and KPL entering a new or amended EULA pursuant to KPL's then current established standard procedure. Each of the persons accepting the terms of this EULA for a party hereto personally represents and warrants that he or she has full authority to accept the EULA as indicated.

The recitals herein comprise binding representations and promises. No delay or failure to exercise any right impairs such right or is a waiver or acquiescence of other or future delays or omissions. No waiver is a continuing waiver, or a waiver of any breach other than the existing breach. No waivers, licenses, assignments,

or duties shall be implied against KPL except as expressly stated herein. KPL's grants herein are limited, non-exclusive grants confined to their express terms. The official language of this EULA and all performance hereunder is English as generally used in the United States of America. Time is of the essence in performance of this EULA.

KPL may assign all or part of its rights and delegate all or part of its duties. You may not assign any right or delegate any duty without KPL's express prior written approval. The parties agree to this EULA and accept this EULA in its electronic format each time you open Kannuu. KPL may change the EULA from time to time, including, without limitation, material changes and changes to the parties' rights and obligations and to then current prices. The then most current EULA entered into between you and KPL shall govern all past, then current, and future transactions and all of the parties' rights, duties, and relationship unless and until a different EULA is subsequently entered into between the parties. This EULA shall be construed and interpreted in accordance with its fair meaning and not for or against either party.

10.4 Notices

Any payment, notice or other communication required or permitted herein may be delivered electronically to you in accordance with Section 4.02 above.

Any notices to be delivered to KPL shall be delivered to the following address:

Kannuu Pty Ltd.
8111 LBJ Freeway Suite 1440
Dallas, TX 75251

10.5 Disclosure

KPL EXPRESSLY DISCLAIMS THE MAKING OF, AND YOU ACKNOWLEDGE THAT YOU HAVE NOT RECEIVED, ANY PROMISES OR REPRESENTATIONS, EXPRESS OR IMPLIED, ORALLY, IN WRITING OR OTHERWISE OF ASSISTANCE, EXPENSES, BENEFITS, SALES VOLUMES, PROFITS, SUCCESS OR ANY OTHER MATTER EXCEPT AS EXPRESSLY MADE HEREIN. KPL RELIES ON YOU TO SEE THAT ALL SUCH MATTERS ARE DISCLOSED IN WRITING. IF THEY ARE NOT, YOU WILL NOT BE ABLE TO RELY ON THE PROMISES OR REPRESENTATIONS AND KPL WILL NOT BE BOUND BY THEM. YOU ACKNOWLEDGE YOU HAVE HAD AMPLE TIME TO CONSULT WITH ADVISORS AND/OR LEGAL COUNSEL OF YOUR OWN CHOOSING ABOUT THE POTENTIAL BENEFITS AND RISKS OF THIS EULA AND THAT YOU HAVE CAREFULLY READ AND UNDERSTOOD IT.

10.6 Modification

You may not vary or modify the terms of this EULA. KPL may replace or supplement this EULA from time to time at its sole discretion. KPL will provide you notice of any such changes in accordance with Section 4.02 above. The new EULA is effective immediately upon delivery to you. If you do not agree to the new EULA, you must immediately notify KPL, immediately uninstall any copies of Kannuu, and otherwise comply with the terms of this EULA.

10.7 Acceptance

This EULA is effective upon your acceptance.

BY USING THE KANNUU SOFTWARE YOU AGREE YOU HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT AND AGREE TO BE BOUND BY ALL OF THE TERMS CONTAINED HEREIN.

11 APPENDIX: KANNUU PRIVACY POLICY

This appendix pertains to certain information provided by you or inferred from your usage of Kannuu, and stored in electronic form on KPL's servers (in general, "Electronically-stored Information"). Throughout this Privacy Policy, it is understood that your "computer" includes the computing device on which Kannuu is operating, including without limitation a personal computer, set-top box, smart phone, tablet, or other similar computing device capable of running the Kannuu software.

By accessing the Kannuu website at <http://www.Kannuu.com> or installing or using the Kannuu app, you agree to be bound by this Privacy Policy.

11.1 Registration Information

In connection with your use of Kannuu, you may be required to, or may elect to, provide certain registration information ("Registration Information"). Registration Information may include both Personal Information and Non-Personal Information (as defined below), or may be used in aggregate to create Non-Personal Information.

11.2 Non-Personal Information

KPL's servers automatically collect and record certain "Non-Personal Information." This information may include session data, usage data, connection and service-related data, browser "user agent" strings, network metrics, data

quality metrics, connection location and time, and data logs. In some cases, Non-Personal Information may be aggregated across numerous users.

Non-Personal Information may be used to improve Kannuu, track server usage, analyze statistical data, track problems, prevent fraud, enhance security, and for other lawful purposes. KPL may store this information on its servers, commercially exploit this information, or resell this information to its commercial affiliates. Statistical information is disclosed only in its aggregate form. KPL may also disclose this information pursuant to any lawful order.

11.3 Personal Information

"Personal Information" is information that identifies you or that could be used, in the aggregate, to identify you. This information may include, but is not limited to your name, Your E-mail Address, other contact information, your Registration Information, your IP address, your purchase history, geographic location data, photographs or other user data stored on your computer including any metadata, contacts stored on your computer, and usage statistics.

11.4 User Information

User information includes Non-Personal Information, Personal Information, and any other information that Kannuu gathers about you. User Information may be collected based on your individual use of Kannuu, based on Kannuu's ability to access data stored on your computer, or via your interaction with the Kannuu website at <http://www.Kannuu.com>, including "cookies" stored on your computer and your participation in forums, if any.

11.5 Use and Disclosure of User Information

You grant Kannuu the right to collect and use Non-Personal Information for any lawful purpose. Without limitation, KPL may use User Information to improve service, answer inquiries, fix software bugs, refine features, enforce this Privacy Policy or the Kannuu End User License Agreement,

KPL may collect and disclose User Information in response to a court order or other similar legal request that KPL is required to respond to. KPL does not sell, rent, distribute, disclose or otherwise provide Personal Information to any third party. Your agreement to this Privacy Policy is consideration, in part, of KPL's cost of providing Kannuu to you.

11.6 Sensitive Information

KPL will never directly ask you for certain sensitive information, such as your social security number, or questions about your health, sexual orientation, gender identification, or religious beliefs and practices ("Sensitive Information").

KPL requests that you not try to provide Sensitive Information directly to KPL. To the extent Sensitive Information may be inferred from your use of Kannuu, KPL requests that you refrain from using Kannuu in a manner that implicates the Sensitive Information if you prefer not to be associated with your Sensitive Information. KPL does not screen User Data to ensure that Sensitive Information has not been disclosed or cannot be inferred.

11.7 Financial Information

KPL does not collect or store financial information, including credit card or bank account numbers. If KPL starts collecting such information in the future, KPL will provide an updated End-User License Agreement and Privacy Policy addressing practices with respect to financial information.

11.8 Retention and Security of Information

KPL may retain Electronically-stored Information for as long as is lawful and for as long as is commercially reasonable, practical and necessary for KPL's purposes. KPL expressly makes no covenant to retain or destroy information within a certain time, except that KPL will retain or destroy information as required by law. KPL protects User Information with commercially-reasonable security measures, including administrative procedures, physical security, electronic security. KPL stores Personal Information in encrypted databases. In the event of a data breach that KPL is required by law to inform you of, you agree that notice is complete and effective upon KPL's delivery of electronic notice to you in compliance with Section 4.02 of the Kannuu End-User License Agreement.

11.9 California Residents

California Civil Code - 1798.83 gives you the right to request specific information about KPL's use of your Personal Information. If you would like to request information with respect to your rights in California, please e-mail KPL at privacy@Kannuu.com and please include "California Privacy Information" in the subject line.

11.10 Contacting KPL

If you have questions or concerns about this Privacy Policy, or if you need to report a violation of this Privacy Policy, please e-mail KPL at privacy@Kannuu.com and please include "Privacy Policy Inquiry" in the subject line.

11.11 Modification

KPL may update this Privacy Policy from time to time, and will deliver updates in compliance with of the Kannuu End-User License Agreement. If you do not agree to the new Privacy Policy, your remedy is to immediately cease use of the Kannuu.com website, immediately uninstall all copies of the Kannuu software, and otherwise comply with your obligations under the Kannuu EULA.