



TERMS OF SERVICE

Welcome, and thank you for your interest in eQ8 (“eQ8,” “we,” or “us”) and our website at eq8.ai, along with our related websites, networks, applications, and other services provided by us (collectively, the “Service”). These Terms of Service are a legally binding contract between you and eQ8 regarding your use of the Service.

Please read the following terms carefully

BY CLICKING “I ACCEPT,” OR BY DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING OR USING THE SERVICE, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR USE OF THE SERVICE, YOU AGREE TO BE BOUND BY, THE FOLLOWING TERMS AND CONDITIONS, INCLUDING eQ8’S PRIVACY POLICY AND ANY ADDITIONAL TERMS AND POLICIES eQ8 MAY PROVIDE FROM TIME TO TIME (TOGETHER, THESE “TERMS”). If you are not eligible, or do not agree to the Terms, then you do not have our permission to use the Service. YOUR USE OF THE SERVICE, AND eQ8’S PROVISION OF THE SERVICE TO YOU, CONSTITUTES AN AGREEMENT BY eQ8 AND BY YOU TO BE BOUND BY THESE TERMS.

Please read the eQ8 Privacy Policy (<https://www.eq8.ai/privacy-policy>) carefully for information relating to our collection, use, storage, disclosure of your personal information. The eQ8 Privacy Policy is incorporated by this reference into, and made a part of, these Terms.

1. eQ8 Service Overview

The Service provides a strategic workforce planning tool that allows users to plan for workforce demand, test scenarios, track business drivers and develop actions in addition to other tools and services to help in strategic workforce planning.

2. Eligibility

You must be at least [18] years old to use the Service. By agreeing to these Terms, you represent and warrant to us that: (a) you are at least [18] years old; (b) you have not previously been suspended or removed from the Service; and (c) your registration and your use of the Service is in compliance with any and all applicable laws and regulations. If you are an entity, organization, or company, the individual accepting these Terms on your behalf represents and warrants that they have authority to bind you to these Terms and references to you herein (and all of your obligations hereunder) will refer to such entity and any individual using the Service on such entity’s behalf.

3. Accounts and Registration

To access most features of the Service, you must register for an account. When you register for an account, you may be required to provide us with some information about yourself, such as your name, email address, or other contact information. You agree that the information you provide to us is accurate and that you will keep it accurate and up-to-date at all times. When you register, you will be asked to provide a password. You are solely responsible for maintaining the confidentiality of your account and password, and



you accept responsibility for all activities that occur under your account. If you believe that your account is no longer secure, then you must immediately notify us at info@eq8.ai.

4. Licenses

4.1 Permission to Use

Subject to your complete and ongoing compliance with these Terms, eQ8 grants you limited, non-transferable, non-sublicensable, revocable permission to access and use the Service for your internal use during the Term at the level of service for which you have paid all applicable Fees.

4.2 Restrictions

Except and solely to the extent such a restriction is impermissible under applicable law, you may not: (a) reproduce, distribute, publicly display, or publicly perform the Service; (b) make modifications to the Service; or (c) interfere with or circumvent any feature of the Service, including any security or access control mechanism. If you are prohibited under applicable law from using the Service, you may not use it. You may not use the Service on behalf of any third party, or in a service bureau or similar capacity.

4.3 Feedback

If you choose to provide input and suggestions regarding problems with or proposed modifications or improvements to the Service (“**Feedback**”), then you hereby grant eQ8 an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right to use the Feedback to improve the Service and create other products and services.

5. Ownership; Proprietary Rights

The Service is owned and operated by eQ8. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, templates, and all other elements of the Service (“**Materials**”) provided by eQ8 are protected by intellectual property and other laws. All Materials included in the Service are the property of eQ8 or its third party licensors. Except as expressly authorized by eQ8, you may not make use of the Materials. eQ8 reserves all rights to the Materials not granted expressly in these Terms.

7. Third Party Terms

The Service may include or incorporate third party software components that are generally available free of charge under licenses granting recipients broad rights to copy, modify, and distribute those components (“**Third Party Components**”). Although the Service is provided to you subject to these Terms, nothing in these Terms prevents, restricts, or is intended to prevent or restrict you from obtaining Third Party Components under the applicable third party licenses or to limit your use of Third Party Components under those third party licenses.



8. User Content

8.1 Accuracy

The eQ8 Services are based on information provided by the you. You acknowledge that eQ8 relies on this information and it is your responsibility to ensure that any information provided to eQ8 is accurate and complete.

8.2 Decisional Responsibility

Any advice and recommendations that are provided by the eQ8 service are only able to be as accurate as the data input to the system by you. All final decisions in connection with the implementation of such advice and recommendations is the responsibility of, and made by, you.

9. Prohibited Conduct

BY USING THE SERVICE YOU AGREE NOT TO:

- use the Service for any illegal purpose or in violation of any local, state, national, or international law;
- violate, or encourage others to violate, any right of a third party, including by infringing or misappropriating any third party intellectual property right;
- interfere with security-related features of the Service, including by: (i) disabling or circumventing features that prevent or limit use or copying of any content; (ii) reverse engineering or otherwise attempting to discover the source code of any portion of the Service except to the extent that the activity is expressly permitted by applicable law; or (iii) hacking, password “mining” or using any other illegitimate means of interference;
- modify or create derivatives of any part of the Service;
- interfere with the operation of the Service or any user’s enjoyment of the Service, including by: (i) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code; (ii) collecting personal information about another user or third party without consent; or (iii) interfering with or disrupting any network, equipment, or server connected to or used to provide the Service;
- perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation, accessing any other Service account without permission, or falsifying your age or date of birth;
- take action that imposes an unreasonable or disproportionately large load on the infrastructure of the Service of eQ8’s systems or networks, or any systems or networks connected to the Service or eQ8;
- sell or otherwise transfer the access granted under these Terms or any Materials (as defined in Section 6) or any right or ability to view, access, or use any Materials; or



- attempt to do any of the acts described in this Section 9 or assist or permit any person in engaging in any of the acts described in this Section 9.

10. Modification of these Terms

We reserve the right to change these Terms on a going-forward basis at any time with prior discussion with the Customer. It is eQ8's responsibility to inform the Customer of any proposed changes. Modifications will become effective upon the earlier of (a) your acceptance of the modified Terms, (b) your use of the Service with actual knowledge of the modified Terms, or (c) thirty (30) days following our publication of the modified Terms through the Service. Except as expressly permitted in this Section 10, these Terms may be amended only by a written agreement signed by authorized representatives of the parties to these Terms. Disputes arising under these Terms will be resolved in accordance with the version of these Terms that was in effect at the time the dispute arose.

11. Term, Termination and Modification of the Service

11.1 Term

These Terms are effective beginning when you accept the Terms or first download, install, access, or use the Service, and ending when terminated as described in Section 11.2.

11.2 Termination

If you violate any provision of these Terms, your authorization to access the Service and these Terms automatically terminate. In addition, eQ8 may, at its sole discretion, terminate these Terms or your account on the Service, or suspend or terminate your access to the Service, at any time for any reason or no reason, with prior notice. You may terminate your account and these Terms at any time as provided in Section 4.3 or by contacting customer service at help@eQ8.ai.

11.3 Effect of Termination

Upon termination of these Terms: (a) your license rights will terminate and you must immediately cease all use of the Service; (b) you will no longer be authorized to access your account or the Service; (c) you must pay eQ8 any unpaid amount that was due prior to termination; and (d) all payment obligations accrued prior to termination and Sections 5.3, 6, 12.3, 12, 13, 14, 15 and 16 will survive.

11.4 Modification of the Service

eQ8 reserves the right to modify or discontinue the Service at any time (including by limiting or discontinuing certain features of the Service), temporarily or permanently, with written prior notice to the Customer. eQ8 will have no liability for any change to the Service or any suspension or termination of your access to or use of the Service. Service fees are not refundable.

eQ8 may configure the eQ8 Platform, including updates and modifications, and determine the nature and manner of its internal technical support in connection with and the supply of the eQ8 Platform, at eQ8's sole discretion.

11.5 Customer Security

On reasonable direction by eQ8, the Customer will use all reasonable endeavours to comply with access procedures and protocols as eQ8 reasonably notifies from time to time, this includes communications and security directions.



12 Governing Law

These Terms are governed by the laws of New South Wales without regard to conflict of law principles. You and eQ8 submit to the personal and exclusive jurisdiction of the state courts and federal courts located within New South Wales, Australia for resolution of any lawsuit or court proceeding permitted under these Terms.

13 Consent to Electronic Communications

By using the Service, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.

14 Contact Information

The Service is offered by eQ8 Pty Ltd located at Suite 35, 26-32 Pirrama Rd, Pyrmont, NSW, 2009, Australia. You may contact us by sending correspondence to that address or by emailing us at help@eQ8.ai. You can access a copy of these Terms by clicking here: eQ8.ai/terms

15 International Use

Access to the Service from countries or territories or by individuals where such access is illegal is prohibited