

## ivehub: Terms of Use

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These Terms of Use (the “**Terms**”) are between you and IVE Distribution Pty Ltd ACN 091 456 567 (“**IVE**”). By downloading the [ivehub](#) app (the “**App**”) and/or accessing and using the [ivehub](#) website (the “**Service**”) you agree to follow and be bound by the Terms, which may be updated by IVE from time to time. You can review the most current version of the Terms at any time at <https://www.ivehub.com.au/public/legal/ivehub-deliver-terms-of-use.pdf>. If you are accepting the Terms on behalf of another person, company or other legal entity, you represent that you have the authority to bind such person or entity to the Terms. If you are under the age of 16, you must not download or use the App unless (i) you have the consent of your parent or guardian; and (ii) you do so under their supervision. BY PROCEEDING TO DOWNLOAD THE APP OR USE THE SERVICE YOU ARE INDICATING YOUR AGREEMENT TO THESE TERMS.

**Registration and user conduct.** Once installed on your device, in order to access and use the Service, you must enter your distributor/vendor code and password (“**Login Credentials**”) provided separately to you by IVE. You are solely responsible for maintaining the confidentiality of your login credentials and you accept responsibility for all activities that occur under your login or from your device.

**Scope.** The App and the Service is licensed, subject to the Terms, for your personal, non-commercial use in connection with a contract (the “**Distributor Contract**”) for the provision of letterbox distribution services (the “**Letterbox Services**”) on behalf of IVE. The Terms are applicable to anyone who downloads the App or uses the Service. Except as expressly provided in the Terms, IVE does not grant any user rights whatsoever if the App was obtained from anyone other than IVE, and IVE reserves the right to take legal action against you and anyone else using or selling the App or the Service without a license. The Terms will govern any upgrades provided by IVE that replace and/or supplement the original product, unless such upgrade is accompanied by a separate licence in which case the terms of that licence will govern.

**User Rights and Restrictions.** IVE grants you a non-transferable license to download, install and use the App and the Service on any mobile phone or portable device that you own or control until terminated in accordance with the provisions of the Terms. This license is granted strictly for purposes connected with the Distributor Contract. If you allow any person to access, operate and use the App or the Service in connection with the Letterbox Services, you must ensure that such person complies with the Terms and if between the ages of 11 and 16, complies with all employment laws applicable to young workers. (Further details on applicable employment laws in your state can be found in IVE’s [Information Sheet: School age children](#).) The App and the Service are not intended for users under the age of 11.

**ivehub Content.** You agree that IVE will collect, store, use and own the data derived or generated by your use of the App and the Service in connection with your Distributor Contract and the Letterbox Services (the “**Content**”), including statistical information and data sets relating to distributor usage profiles, distribution behaviours, patterns, GPS recordings and letterbox distribution mapping. You also agree to the collection and use of any technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to the App. Any personal information will be treated in accordance with IVE’s [Collection Statement](#) and [Privacy Policy](#).

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**General Restrictions.** You agree not to: (a) decompile, disassemble, reverse engineer or otherwise attempt to discern the source code of the App; (b) alter, modify, enhance or create any derivative works based on the App or any Content; (c) use, copy, sell, sublicense, lease, rent, loan, assign, convey or otherwise transfer the App; (d) copy any features, functions or graphics of the App; (e) permit any third party to use or access the App except as permitted in the Terms; (f) disclose any passwords or enable or activate, or cause, permit or allow others to enable or activate any Login Credentials reserved for use by you; (g) permit or encourage any third party to do any of the acts described in paragraphs (a) to (g) above; or (h) act in a manner that is otherwise inconsistent with the intellectual property rights of IVE.

**Warranty Disclaimer.** You expressly acknowledge and agree that use of the App is at your sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with you. Except as required by applicable law, the App and the Service is provided "as is" and IVE does not make any express representations or warranties that the App or the Service will operate uninterrupted or error free. To the maximum extent permitted by applicable law, IVE disclaims all warranties implied or statutory, including but not limited to any warranties of merchantability, fitness for a particular purpose and non-infringement.

**Indemnity.** You will indemnify, defend, and hold harmless IVE, its affiliates, and their officers, directors, employees, agents and contractors from any and all claims, damages, losses, liabilities, actions, judgments, costs, and expenses (including, without limitation, reasonable legal fees) brought by a third party arising out of or in connection with: (a) your use of the App or the Service other than as expressly allowed by the Terms; (b) your breach or alleged breach of the Terms; or (c) your negligent, wrongful or unlawful acts or omissions. You will control the defense and settlement of any claim subject to indemnification by you hereunder, provided that IVE may at any time elect to take over control of the defense and settlement of any claim. You may not settle or compromise any such claim without IVE's prior written consent.

**Limitation of Liability.** UNLESS REQUIRED BY LOCAL LAW, IN NO EVENT SHALL IVE BE LIABLE FOR ANY FINES, PENALTIES, LOSS OR DAMAGE WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, SUSTAINED BY YOU IN CONNECTION WITH YOUR USE OR INABILITY TO USE THE APP OR THE SERVICE, WHETHER SUCH LIABILITY ARISES UNDER STATUTE, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE AND EVEN IF IVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**Confidentiality.** You may be given access to certain Content, know-how, methodologies and software related to the App and the Service that is not generally known by the public, which is confidential and proprietary to IVE (the "confidential information"). You agree at all times to protect and preserve the confidential information in strict confidence and not disclose the confidential information to any third party other than with the prior written consent of IVE or as may be legally required. Without limiting any other remedies available to IVE under the Terms, any unauthorised use, alteration, modification, reproduction, publication, disclosure or transfer of the confidential information will entitle IVE to any available equitable or other remedy against you.

**Protection of Personal Information.** The use of the App will require the collection and processing of Personal Information, as defined in the Privacy Act 1988 (Cth), pertaining to you. Personal Information may also need to be transferred to or accessed from other jurisdictions in connection with the provision of the Service and you hereby consent to the transfer of your personal information to a country outside of the country in which you reside subject to appropriate confidentiality and security measures. If you do not consent to such transfers of your Personal Information then you will not be able to use the App or the Service. For further details please refer to IVE's [Collection Statement](#) and [Privacy Policy](#).

**Export Compliance.** You must comply with the export laws and regulations of any relevant jurisdictions in using the Service. In particular, (a) you warrant that you are not named on any government list of persons or entities prohibited from receiving exports; and (b) you must not access or use the Service in violation of any export embargo, prohibition or restriction.

**Compliance with laws.** You must not use the App or the Service in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity. IVE does not condone, enforce nor expect use of the App while driving a motor vehicle or other form of transport. IVE shall not be responsible for any fine, suspension, claim or loss of demerit points should you break any laws applicable to the use of a portable device (such as a mobile phone) in your State or Territory.

**GPS Notice.** The App uses Global Positioning Systems (GPS) to record distribution activities, and GPS data will be generated from the App to verify areas in which deliveries have been made. This data will be accessible to IVE and IVE contractors (including Area Representatives) following a distribution but only when you reconnect to the internet. You do not need a network connection for the operation of the App. GPS data may be provided to IVE clients for the purpose of confirming compliance with IVE's contractual distribution obligations but such data will not include information that would personally identify you. This notice is given to you in compliance with surveillance legislation applying in your State or Territory.

**IVE Offers.** From time to time, special offers may be made available to you via the App. You acknowledge that your participation in such offers will be subject to third party terms and conditions that are provided to you in conjunction with the offer and that these will be incorporated by reference and form part of these Terms. IVE does not endorse nor is it responsible for the content or privacy practices associated with any third party offers and will not be liable to you, or any other person, for any loss, damage, cost, expense, liability or inconvenience incurred, paid or suffered by you in connection with such offers.



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**Severability.** If any provision of these Terms is deemed invalid, void, or for any reason unenforceable, that provision shall be deemed severable from the other provisions of these Terms and shall not affect the validity and enforceability of any other provision of these Terms.

**Governing Law.** The laws of New South Wales govern the Terms and your use of the App and the Service, and the parties agree to submit to the exclusive jurisdiction of the courts of that State.