

Subscription and Referral Agreement

Between Snug Technologies Pty Ltd ACN 616 484 292 (“Snug”, “We”, “Us”, “Our”) and Property Managers (“You”, “Client”).

Snug is a property technology business that provides products and services to help property managers, renters and owners.

This agreement relates to Subscription for Snug Services and Referrals Fees paid to Clients, and together with our Website Terms of Use and Privacy Policy forms the whole agreement with you.

Definitions

Agent means a licensed real estate agent.

Agreement refers to this Subscription and Referral Agreement.

App means the Snug smartphone application or web app that You download or use.

Confidential Information means information relating to this Agreement, the Website or the Services that You ought reasonably to know is confidential such as Renter application details, and includes all information regarding Fees and pricing discounts offered to You.

Content means any literary, audio, visual or other means of communication portrayed through any medium.

Customer means Renters and Owners, as well as staff, contractors and associated persons or providers.

Fees means the Fees for the Services as published on the Website or as otherwise agreed with Us or notified to You from time to time.

Free trial means a limited period, introductory trial of Services provided with no subscription Fees but may include one off set up or cancellation Fees if quoted in writing prior to you.

GST means Goods and Services Tax.

Intellectual Property Right (IP) means any patent, trademark, service mark, copyright, moral right, right in a design, know-how and any other intellectual or industrial property rights, anywhere in the world whether or not registered, including but not limited to those listed at: <https://snug.com/trademarks/>

Marketing Material refers to all marketing materials, marketing research data, customer and sales information, product literature, promotional materials and data, advertising and display materials (including all underlying designs, samples, charts, diagrams, photos and electronic files related to the foregoing) and all training materials, in each case in whatever form or medium (e.g., audio, visual, digital or print) owned or held by Snug.

Partner Services means services offered by third party businesses or organisations.

Personal Information includes information about an individual where the identity of that individual is apparent or can reasonably be ascertained.

Property Manager or **Manager** means a person authorised to manage a property via Snug and includes an Owner, Owner's representative or an Agent who holds a qualification from a relevant authority.

Referral means an act of referring a business, group or individual to the Services that Snug provides.

Referral Fee means the amount we may pay you for eligible referrals which are genuine, arms length, non duplicate where the Customer has paid for the service.

Renter means an individual or party who rent(s) a property that is listed via the Website by an Owner or Property Manager.

Service(s) means the services provided by Us that are designed to assist a Property Manager manage their rental properties and Renters pay their rent (as may be changed or updated from time to time by Us) via the Website, App and any other platform operated by Us from time to time and includes, without limitation, tenant selection, property management, rent collection, payment services, and introducing You to Partner Services such as rental bond products.

Service Provider means a person who offers services to other Users of our Website by advertising their services on the Website

Snug, We, Us means Snug Technologies Pty Ltd (ACN 616 484 292) trading as 'Snug' and 'Rentbook' and includes any Related Body Corporate. **Our** has a corresponding meaning.

Software means a browser application offered by Snug.

Term is 12 months commencing on the Commencement Date: as per Snug Team account creation and automatically renews on a monthly basis thereafter or otherwise defined and agreed in writing as a variation of the duration of Our provision of Services to You.

Website means the internet site located at snug.com and www.rentbook.com.au or any other site operated by Us and includes the App.

You, User or Client means an Owner or Renter or Property Manager or Agent or referrer or Service Provider as the context permits. **Your** has a corresponding meaning.

Interpretation

In this Agreement, unless relevant context indicates a contrary intention:

headings: clause headings are inserted for convenience only and do not affect the interpretation of this Agreement.

party: a reference to a party to a document includes that party's personal representatives, executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns.

including: including and includes (and any other similar expressions) are not words of limitation, and a list of examples is not limited to those items or items of a similar kind.

corresponding meanings: a word that is derived from a defined word has a corresponding meaning.

singular: the singular includes the plural and vice-versa.

gender: words importing one gender include all other genders.

rules of construction: neither this Agreement nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting.

legislation: a reference to any legislation or provision of legislation includes all amendments, consolidations or replacements and all regulations or instruments issued under it.

time and date: a reference to a time or date in connection with the performance of an obligation by a party is a reference to the time and date in Sydney, Australia, even if the obligation is to be performed elsewhere.

writing: a reference to a notice, consent, request, approval or other communication under this Agreement or an agreement between the parties means a written notice, request, consent, approval or agreement.

Australian currency: a reference to "dollars" or "\$" is to Australian currency.

1. Commencement and Termination

1.1 Commencement

This Agreement commences with effect from the Effective Date and will continue on a monthly basis until notice of cancellation as per outlined in clause 1.2.

1.2 Delivery

Snug shall deliver the software online and Your usage represents Your acceptance of these terms.

1.3 Cancellation

The Client may cancel with thirty (30) Days written notice by email to hello@snug.com for any reason at anytime. Your cancellation will be processed on the first business day received and become effective on the next business day.

1.4 Termination

Either party may terminate this Agreement at any time, effective immediately upon written notice to the other party who has materially breached this Agreement, provided that prior to terminating this Agreement the terminating party shall provide written notice of such material breach and 5 business days opportunity for the breaching party to cure such breach.

1.5 Rights under Termination

From and following the date of termination of this Agreement the Client's rights under this Agreement shall terminate and:

- a. the Client shall not be entitled to receive any Fees or any other payments under this Agreement other than commissions or payments earned or accrued prior to termination of this Agreement.
- b. any subscription, SMS or data related charges accrued up to the Termination Date will be payable.

2. Client Obligations

2.1 Client Obligations

During the term of this Agreement the Client agrees to:

- a. comply with all relevant laws or regulations, including without limitation the GST Act and applicable provisions of the Corporations Act 2001 (Cth) and the Competition and Consumer Act 2010 (Cth);

- b. comply with all rules and requests set by Snug from time to time in respect of the Services and the promotion of the Services including, without limitation Snug's Privacy Policy located at www.Snug.com/privacy and the Snug Brand Guidelines for Clients;
- c. where possible allow Snug representatives to attend and participate in staff training;
- d. use the Brand Assets when promoting the Services of Snug and not use the Brand Assets for promoting a business or service offered by any party other than Snug;
- e. not bid for or place advertisements using Snug's Brand Assets on online advertising platforms including, but not limited to Facebook and Google Adwords;
- f. use the promotional material provided by Snug including on the Client's websites;
- g. actively promote the Services offered by Snug to actual or potential Customers including Renters and Owners, as well as staff, contractors and associated persons or providers;
- h. if providing the Customers details to Snug directly:
 - i. obtain the Customer's consent to do so; and
 - ii. within five Business Days of obtaining the Customer's consent, provide to Snug the Customer's name, contact details and a short description of the purpose for which the Customer may wish to obtain the services of Snug (if known);
- i. not send unsolicited electronic messages to multiple unrelated recipients in promoting the Service, or otherwise to engage in any other form of mass electronic communications prohibited by law in connection with activities contemplated under this Agreement;
- j. not associate Snug with content that is unlawful in any manner, or which is otherwise harmful, threatening, defamatory, obscene, offensive, harassing, sexually explicit, violent, discriminatory, or otherwise objectionable in Snug's sole discretion; and
- k. not attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to deliver the Services or to operate the Website except as is strictly necessary to use either of them for normal operation.

3. Acknowledgments and Warranties

3.1 Engaging in Referrals

The Client warrants that it is not banned from engaging in Referrals as contemplated in this Agreement by any law of any state or government, including without limitation the Commonwealth of Australia.

3.2 Provision of Referrals

The Client acknowledge that it provides Referrals as an incidental part of its ordinary course of business and it does not conduct a business as a part of which the Client contacts persons face-to-face from non-standard business premises or seeks to enter into unsolicited consumer agreement within the meaning of the Australian Consumer Law.

4. Fees and Refunds

4.1 Referral Fees

4.1.1 In consideration of the Client providing a Referral, Snug agrees to pay the Client the appropriate Fees.

4.1.2 Snug may pay an upfront Fee for a Referral and does not pay trailing commissions. However, where a Customer cancels or ceases to acquire Services from Snug prior to the renewal date, there will be a pro-rata adjustment to the Fees paid, which will be deducted from future statements.

4.1.3 Snug will, within ten Business Days after the conclusion of each calendar month, advise the Client of any Referrals received by Snug from the Client in the last calendar month.

4.1.4 The Fees will be payable by Snug by direct debit into the bank account nominated, provided that the closing month balance is over \$100.

4.1.5 If Snug is required to return any upfront or ongoing fees in respect of Services provided to a Client referred by the Client, then the Fees due to the Client will be recalculated and if as a result of that recalculation a refund is due from the Client to Snug, the Client must, upon written notice from Snug setting out the particulars of the refund, pay to Snug the amount claimed within 28 days of the notice if the amount is unable to be set off against the net monthly payment.

4.1.6 If Snug is required to return any upfront or ongoing fees in respect of Services provided to a Client referred by the Client, then the Fees due to the Client will be recalculated and if as a result of that recalculation a refund is due from the Client to Snug, the Client must, upon written notice from Snug setting out the particulars of the refund, pay to Snug the amount claimed within 28 days of the notice if the amount is unable to be set off against the net monthly payment.

4.1.7 Snug may offer rewards and or compensation by way of prizes, redeemable points scheme or payments to individuals engaged by the Client in addition and separate to the Fees herein.

4.1.8 In consideration for the Service, You must pay the Fees specified on the Website at the time of purchase or when due as invoiced for the Services acquired by You plus any applicable GST.

4.2 Subscription Fees

Depending on the Services You acquire, You may be charged the following Fee types:

- a. Monthly Software Subscription - where Fees are charged in respect of a Service that may only be accessed via a monthly subscription, You will be charged monthly and in advance with prorated Fees for partial months;
- b. Product or Service Fee - subject to receipt of an invoice in accordance with this clause, You may be required to pay Fees upfront for any product or Service (such as Set Up or Training Fees) or third party service purchased and must pay to Us any

unpaid additional Fees associated with the selected product or Service including any GST within 7 days of receipt of the Tax Invoice.

4.3 Payment and Reporting

4.3.1 We will issue You with a *Recipient created tax invoice* in respect of the Fees in accordance with the GST Act.

4.3.2 We accept payment of all Fees via Snug Pay and third party payment providers such as Stripe or PayPal and in some limited cases by direct payment only with Our billing reference. In entering into this Agreement and using the Services, You warrant that You have familiarised Yourself with, and agree to be bound by, the applicable terms and conditions of use, privacy policy and other relevant legal documentation of the payment gateway provider used.

4.4 Referral Recording

With respect to Referrals:

- a. Each party must keep proper accounting and transaction records; and
- b. Snug may reasonably on the provision of 2 Business Days' notice audit and inspect any premises, system or document relating to any transaction or Referral made under this Agreement and the Client must cooperate with Snug and provide Snug and its authorised representatives all reasonable assistance during such audit or inspection.

5. GST

5.1 Interpretation

In this clause:

- a. words or expressions used in this clause which have a particular meaning in the GST law (as defined in the GST Act, and also including any applicable legislative determinations and Australian Taxation Office public rulings) have the same meaning, unless the context otherwise requires;
- b. any reference to GST payable by a party includes any corresponding GST payable by the representative Client of any GST group of which that party is a Client;
- c. any reference to an input tax credit entitlement by a party includes any corresponding input tax credit entitlement by the representative Client of any GST group of which that party is a Client; and
- d. if the GST law treats part of a supply as a separate supply for the purpose of determining whether GST is payable on that part of the supply or for the purpose of determining the tax period to which that part of the supply is attributable, such part of the supply is to be treated as a separate supply.

5.2 GST Exclusion

5.2.1 Unless GST is expressly included, the consideration to be paid or provided under any other clause of this Agreement for any supply made under or in connection with this Agreement does not include GST.

5.2.2 To the extent that a party is required to reimburse or indemnify another party for a loss, cost or expense incurred by that other party, that loss, cost or expense does not include any amount in respect of GST for which that other party is entitled to claim an input tax credit.

5.2.3 To the extent that any consideration payable to a party under this agreement is determined by reference to a cost incurred by a party, or is determined by reference to a price, value, sales, revenue or similar amount, the GST exclusive amount of that cost, price, value, sales, revenue or similar amount must be used.

5.3 Payment of GST

To the extent that any supply made under or in connection with this agreement is a taxable supply, the GST exclusive consideration otherwise to be paid or provided for that taxable supply is increased by the amount of any GST payable in respect of that taxable supply and that amount must be paid at the same time and in the same manner as the GST exclusive consideration is otherwise to be paid or provided. A party's right to payment under this clause is subject to a valid Tax Invoice being delivered to the recipient of the taxable supply.

6. Intellectual Property

6.1 Ownership By Snug

The websites owned and operated by Snug and all content forming part of the websites and the Services, including without limitation all photographs, images, designs, information, interfaces, text, graphics, brand names, logos and trademarks, are protected by copyright, trademark and other intellectual property laws and the Client acknowledges and agrees that Snug owns, controls or is licensed all legal right, title and interest in and related to its websites and the Services, including all intellectual property rights. As set out in this Agreement, the Client has no right, title or interest in or to the intellectual property of Snug.

6.2 Licensing of Marketing Materials

Subject to this Agreement and its terms, Snug hereby grants to the Client a royalty free, non-exclusive, non-transferable and revocable license (License) to market the Service to Referrals, and to use the Snug trademarks, logos and URLs provided by Snug and any associated materials, language or code for the sole purpose of promoting the Service (collectively, Marketing Materials).

6.3 Rights to Revoke License

Snug may revoke the License at any time by giving the Client a written notice (including via email).

6.4 Client Compliance

The Client agrees to comply with the specifications and other instructions issued by Snug from time to time as to Client's permissible use of the Licensed trademarks in creating Marketing Materials and promoting the Service. The Client further agrees to comply with all such specifications and instructions.

6.5 Modification of Marketing Material

The Client shall ensure that all Licensed Snug trademarks appearing on its Marketing Materials are in the form approved by Snug and shall not modify any trademarks or otherwise substantially modify other Marketing Materials contrary to reasonable instructions provided by Snug, and shall further comply with reasonable instructions from Snug as to the form, content and display of Marketing Materials.

6.6 Publicity; References

The Client grants Snug a worldwide, royalty free, perpetual licence to reasonably display the Client's trademarks, testimonials and any other publicly available details including but not limited to logo, trading name and location, for the purposes of sales, marketing and public relations.

6.7 Expiration of License

Upon termination of this Agreement for any reason whatsoever, or upon written request by Snug, the license granted herein shall expire and the Client shall immediately cease all its activities under this Agreement.

7. Indemnity and Liability

7.1 Marketing Material

The Client shall be solely responsible for its operations in acting under this Agreement, including, without limitation, the legality of the Client's operations and materials, created and used in connection with this Agreement. Except for a claim alleging that a Snug trademark violates a third party's trademark rights, Snug is not responsible for the development, operation or content of Client's Marketing Materials and the Client agrees to defend, indemnify and hold Snug harmless against any and all claims, actions, causes of action, damages, or expenses (including legal fees) relating to the development, operation, content and maintenance of Client's own Marketing Materials.

7.2 Liability of Snug

7.2.1 Snug will not be liable to the Client in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by the Client of an indirect or consequential nature, including any economic loss or other loss of turnover, profits, business or goodwill.

7.2.2 To the extent permitted by law, the Client agrees the liability of Snug under or in connection with this Agreement whether arising in contract, tort, negligence, breach of statutory duty or otherwise shall be limited to not exceed the Fees paid in the immediately prior 12 month period.

7.3 Breach of Agreement

You indemnify Us and will keep Us indemnified against all claims, costs, damages and losses (including legal costs and expenses) or liability arising from Your breach of this Agreement or any obligation You may have to Snug, including (but not limited to) any costs relating to the recovery of any Fees that are due but have not been paid by You, or to a breach of any of the warranties provided by You.

7.4 Suitability of Services

Except as required by law, We give no warranty regarding the Services including, without limitation, in relation to whether the Services will meet Your requirements or that it will be suitable for any particular purpose. To avoid doubt, all implied conditions or warranties are excluded in so far as is permitted by law, including (without limitation) warranties of merchantability and fitness for purpose.

7.5 Compliance with Relevant Laws

Notwithstanding the above and notwithstanding any other provision in this Agreement, We do not purport to restrict, modify or exclude any liability that cannot be excluded under the Australian Consumer Law, the Competition and Consumer Act 2010 (Cth) or the Fair Trading Acts in each of the States and Territories of Australia.

8. Customer Relations

8.1 Customer Relations

During and after the term of this Agreement, Snug shall be the exclusive owner of all relations created via the Client between Snug and Referrals with respect to the Service, including any and all information identifying Referrals who contract with Snug for the use of the Service. Snug's terms and conditions of supply in respect of the Services, including the Privacy Policy, will apply to Referrals and may be changed by Snug without prior notice to the Client.

9. Disputes

9.1 Negotiation

If a dispute arises the parties must negotiate in good faith, failing which within 20 business days, any dispute or difference whatsoever arising out of or in connection with this Agreement will be submitted to arbitration in accordance with, and subject to, the Resolution Institute Arbitration Rules.

9.2 Selecting an Arbitrator

Unless the parties agree upon an arbitrator, either party may request a nomination from either the president, or the chapter chairman of the New South Wales chapter of the Resolution Institute.

10. Miscellaneous

10.1 Notices

All notices required under this Agreement shall be in writing sent to the address of the party as set out in this Agreement. Any notice may be delivered by email to hello@snug.com and must be sent from the primary email address registered when registering for Snug's Services.

10.2 Variation

This Agreement may be varied by Snug on the provision of 14 days' written notice to the Client.

10.3 Costs

Each party must pay its own costs of negotiating, preparing and executing this Agreement.

10.4 Counterparts

This Agreement may be executed in counterparts. All executed counterparts taken together constitute one document.

10.5 Governing law and jurisdiction

- a. The laws applicable in New South Wales govern this Agreement. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts.
- b. The Website may be accessed throughout Australia and overseas. Snug makes no representations that the content or the Services offered by the Website complies with

the laws (including residential tenancy and intellectual property laws) of any country outside Australia. If You access this Website from outside Australia or use this Website to manage a property that is located outside Australia, You do so at Your own risk and are responsible for complying with the laws in the place where You access this Website and/or the place in which Your property is located.

10.6 Relationship between parties

- a. The parties agree that this agreement creates a relationship of principal and independent contractor and nothing in this Agreement constitutes a partnership or joint venture between the parties or makes a party an agent of another party for any purpose.
- b. A party cannot in any way or for any purpose bind another party or contract in the name of another party.
- c. If a party must fulfill an obligation and that party is dependent on another party, then that other party must do each thing reasonably within its power to assist the other in the performance of that obligation.

10.7 Cumulative rights

Except as expressly provided for in this Agreement, the rights of a party under this Agreement are in addition to and do not exclude or limit any other rights or remedies provided by law.

10.8 Severability; Invalidity

Any term of this Agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this Agreement is not affected.

10.9 Further assurances

Except as expressly provided in this Agreement, each party must, at its own expense, do all things reasonably necessary (including executing documents) to give full effect to this Agreement and the matters contemplated by it.

10.10 Assignment

The Client may not assign, transfer or in any other manner deal with its rights under this Agreement without the prior written agreement of Snug. Snug may on the provision of notice to the Client assign or transfer any of its rights under this Agreement. Any purported assignment, transfer or dealing in contravention of this provision is ineffective.

10.11 Third Party Beneficiaries Services

- a. The Website may contain links to other websites or services controlled by third parties. You agree that We are not responsible for any act or omission of, or the

content or the privacy practices of websites or services that are controlled by third parties.

- b. Links to websites or services controlled by third parties are provided solely for Your convenience and do not constitute, expressly or impliedly, an endorsement by Us of the third party, or the products or services provided by the website or third party service provider.
- c. You access the sites and/or use the products and services offered by third parties solely at Your own risk and should make Your own enquiries before relying on any content contained in such websites.
- d. You indemnify and release Us from any claims that You or Your Invited Users may make against Us in respect of the matters referred to in this clause howsoever arising including in contract, tort (including negligence), or otherwise, including without limitation loss of an indirect or consequential nature.

10.12 Entire Agreement; Amendments; Conflicts

This Agreement supersedes and extinguishes all prior agreements, representations (whether oral or written), and understandings and constitutes the entire agreement between You and Us relating to the Services and the other matters dealt with in this Agreement.

10.13 Waiver

A failure or delay by Us to exercise a power or right under this Agreement does not constitute a waiver of that power or right, and the exercise of a power or right by Us does not preclude Our future exercise or the exercise of any power or right by or on behalf of Us.

11. Data Rights

11.1 Compliance with Privacy Laws

- a. Snug Technologies Pty Ltd (ACN 616 484 292) (Snug) and its related Bodies Corporate is committed to safeguarding the privacy of its Clients and the users of its website, www.snug.com. It therefore adheres to the Australian Privacy Principles contained in the Privacy Act 1988 (Cth), and to the extent applicable, the EU General Data Protection Regulation (GDPR); and
- b. Snug manages data in accordance with Our Privacy Policy.

11.2 Deletion and Record Keeping

- a. Customers, including but not limited to Renters, property managers and other Users of Snug own their identity data and may request deletion by emailing privacy@snug.com.
- b. User profiles, activities, transactions, rating or review data remain the property of Snug, and survive termination; and
- c. Snug shall utilize an accounting system for transactions made through Snug in accordance with its usual and customary practices and in accordance with GAAP



which will accurately record all Gross Revenue and for auditing purposes. Snug shall retain all accounting records for each Fiscal Year conforming to such accounting system until at least five (5) years after the expiration of such Fiscal Year.

11.3 Accessing Data

- a. Customers may request details of their personal information that We hold about them in accordance with the provisions of the Privacy Act 1988 (Cth), and to the extent applicable the EU GDPR. Customers can obtain a copy or seek to repair inaccurate, out of date, incomplete, irrelevant or misleading information through emailing a request to privacy@snug.com.
- b. Clients may request a data export or import through emailing privacy@snug.com. Snug reserves the right to charge a Fee to assist in importing or exporting data where this is possible in whole or in part. If You wish to import or export Your data, please contact privacy@snug.com.
- c. We reserve the right to refuse to provide You with information that We hold about You, in certain circumstances set out in the Privacy Act or any other applicable law.

11.4 Sharing with Third Parties for Service or Safety

Snug may disclose the information We collect from You as follows:

- a. **Snug Affiliates** - we may share Your personal data with Our affiliated companies.
- b. **Service Providers** - we share Your personal data with third party service providers that provide business, verification, professional or technical support function for Us, help Us operate Our business and the services, or administer activities on Our behalf.
- c. **Legal matters & safety** - we may share Your personal data to respond to judicial process or process or provide information to law enforcement or regulatory agencies or in connection with an investigation on matters related to public safety, as permitted or required by law. We may also share Your personal data if We believe there has been a violation of Our terms, Our rights, or the rights of any third party.
- d. **Sale or Transfer of Business or Assets** - in the event that We, or any of Our businesses, are sold or disposed of, whether by merger, sale of assets or otherwise, or in the event of insolvency, bankruptcy or receivership, Your personal data may be one of the assets sold or merged in connection with the transaction.
- e. **With Your Permission** - we may share Your personal data with any other third party with Your consent or as necessary to deliver a service You requested.

11.5 Data Enhancement, Sharing

- a. Snug anonymises information provided by Clients and analyses information on a collective basis in order to identify trends and market insights. These trends and insights may be shared with Our Clients, Investors or Commercial Partners.
- b. Snug and referral partners will use personal information only for the purposes that You consent to. This may include to:

- i. provide You with products and services during the usual course of Our business activities;
- ii. administer Our business activities;
- iii. manage, research and develop Our products and services;
- iv. provide You with information about Our products and services;
- v. communicate with You by a variety of measures including, but not limited to, by telephone, email, sms or mail even if Your number is on the Do Not Call Register. If You do not wish to be contacted by Snug by any of these means, please contact Us at privacy@snug.com.

12. Confidential Information

12.1 Restrictions on Use and Disclosure

Unless the relevant party has the prior written consent of the other party or unless required to do so by law:

- a. each party will preserve the confidentiality of all Confidential Information of the other obtained in connection with this Agreement; and
- b. neither party will, without the prior written consent of the other, disclose or make any Confidential Information available to any person, or use the same for its own benefit, other than as contemplated by this Agreement.

12.2 Exclusions

The obligations of confidentiality contained in this clause do not apply to any information which:

- a. is or becomes public knowledge other than by a breach of this Agreement;
- b. is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
- c. are disclosed in confidence to Your professional advisors;
- d. is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party; or
- e. is disclosed in accordance with and as contemplated by this Agreement.

12.3 Disclosure Required by Law

We are entitled, except to the extent prohibited by applicable law, to disclose any information or materials on or in Snug, including Your Content, in Our possession in connection with Your use of Snug, to:

- a. comply with applicable laws, legal process or governmental request;
- b. enforce the Agreement,
- c. respond to any claims that Your Content violates the rights of third parties,



- d. respond to Your requests for customer service, or
- e. protect the rights, property or personal safety of Snug, its Users or the public, and all enforcement or other government officials, as We in our sole discretion believe is necessary or appropriate.