

Terms and Conditions of CSSpecialist

These Terms govern

- the use of this Application, and,
- any other related Agreement or legal relationship with the Owner

in a legally binding way. Capitalized words are defined in the relevant dedicated section of this document.

The User must read this document carefully.

This Application is provided by:

CereScape P/L

660 Andersons Road, Mannerim VIC 3222 (Australia)

ACN: 153-602-343

Owner contact email: enquiries@cerescape.com

What the User should know at a glance

- The right of withdrawal only applies to European Consumers. The right of withdrawal, also commonly called the right of cancellation in the UK, is consistently referred to as “the right of withdrawal” within this document.
- Please note that some provisions in these Terms may only apply to certain categories of Users. In particular, certain provisions may only apply to Consumers or to those Users that do not qualify as Consumers. Such limitations are always explicitly mentioned within each affected clause. In the absence of any such mention, clauses apply to all Users.

TERMS OF USE

Unless otherwise specified, the terms of use detailed in this section apply generally when using this Application.

Single or additional conditions of use or access may apply in specific scenarios and in such cases are additionally indicated within this document.

By using this Application, Users confirm to meet the following requirements:

- There are no restrictions for Users in terms of being Consumers or Business Users;

Account registration

To use the Service Users must register or create a User account, providing all required data or information in a complete and truthful manner.

Failure to do so will cause unavailability of the Service.

Users are responsible for keeping their login credentials confidential and safe.

For this reason, Users are also required to choose passwords that meet the highest standards of strength permitted by this Application.

By registering, Users agree to be fully responsible for all activities that occur under their username and password.

Users are required to immediately and unambiguously inform the Owner via the contact details indicated in this document, if they think their personal information, including but not limited to User accounts, access credentials or personal data, have been violated, unduly disclosed or stolen.

Account termination

Users can terminate their account and stop using the Service at any time by doing the following:

- By directly contacting the Owner at the contact details provided in this document.
- By directly using the Delete Account button within the Settings page of the Application (noting they should also cancel any subscription already registered for the Service with Apple).
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Account suspension and deletion

The Owner reserves the right, at its sole discretion, to suspend or delete at any time and without notice, User accounts which it deems inappropriate, offensive or in violation of these Terms.

The suspension or deletion of User accounts shall not entitle Users to any claims for compensation, damages or reimbursement.

The suspension or deletion of accounts due to causes attributable to the User does not exempt the User from paying any applicable fees or prices.

Content on this Application

Unless where otherwise specified or clearly recognizable, all Service content available on this Application provided to display User data is owned or provided by the Owner or its licensors.

The Owner undertakes its utmost effort to ensure that the Service content provided on this Application infringes no applicable legal provisions or third-party rights. However, it may not always be possible to achieve such a result. In such cases, without prejudice to any legal prerogatives of Users to enforce their rights, Users are kindly asked to preferably report related complaints using the contact details provided in this document.

Rights regarding content on this Application - All rights reserved

The Owner holds and reserves all intellectual property rights for any such content.

Users may not therefore use such content in any way that is not necessary or implicit in the proper use of the Service.

In particular, but without limitation, Users may not copy, download, share (beyond the limits set forth below), modify, translate, transform, publish, transmit, sell, sublicense, edit, transfer/assign to third parties or create derivative works from the content available on this Application, nor allow any third party to do so through the User or their device, even without the User's knowledge.

Where explicitly stated on this Application, the User may download, copy and/or share some content available through this Application for its sole personal and non-commercial use and provided that the copyright attributions and all the other attributions requested by the Owner are correctly implemented.

Any applicable statutory limitation or exception to copyright shall stay unaffected.

Content provided by Users

The Owner allows Users to upload, share or provide their own content to this Application.

By providing content to this Application, Users confirm that they are legally allowed to do so and that they are not infringing any statutory provisions and/or third-party rights.

Rights regarding content provided by Users

Users acknowledge and accept that by providing their own content on this Application they grant the Owner a non-exclusive, fully paid-up and royalty-

free license to process such content solely for the operation and maintenance of this Application as contractually required.

To the extent permitted by applicable law, Users waive any moral rights in connection with content they provide to this Application.

Users acknowledge, accept and confirm that all content they provide through this Application is provided subject to the same general conditions set forth for content on this Application.

Liability for provided content

Users are solely liable for any content they upload, post, share, or provide through this Application. Users acknowledge and accept that **the Owner does not filter or moderate such content.**

However, the Owner reserves the right to remove, delete, block or rectify such content at its own discretion and to, without prior notice, deny the uploading User access to this Application:

- if any complaint based on such content is received;
- if a notice of infringement of intellectual property rights is received;
- upon order of a public authority; or
- where the Owner is made aware that the content, while being accessible via this Application, may represent a risk for Users, third parties and / or the availability of the Service.

The removal, deletion, blocking or rectification of content shall not entitle Users that have provided such content or that are liable for it, to any claims for compensation, damages or reimbursement.

Users agree to hold the Owner harmless from and against any claim asserted and / or damage suffered due to content they provided to or provided through this Application.

Access to external resources

Through this Application Users may have access to external resources provided by third parties. Users acknowledge and accept that the Owner has no control over such resources and is therefore not responsible for their content and availability.

Conditions applicable to any resources provided by third parties, including those applicable to any possible grant of rights in content, result from each such third parties' terms and conditions or, in the absence of those, applicable statutory law.

Acceptable use

This Application and the Service may only be used within the scope of what they are provided for, under these Terms and applicable law.

Users are solely responsible for making sure that their use of this Application and/or the Service violates no applicable law, regulations or third-party rights.

Therefore, the Owner reserves the right to take any appropriate measure to protect its legitimate interests including by denying Users access to this Application or the Service, terminating contracts, reporting any misconduct performed through this Application or the Service to the competent authorities – such as judicial or administrative authorities - whenever Users engage or are suspected to engage in any of the following activities:

- violate laws, regulations and/or these Terms;
- infringe any third-party rights;
- considerably impair the Owner's legitimate interests;
- offend the Owner or any third party.
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Software license

Any intellectual or industrial property rights, and any other exclusive rights on software or technical applications embedded in or related to this Application are held by the Owner and/or its licensors.

Subject to Users' compliance with and notwithstanding any divergent provision of these Terms, the Owner merely grants Users a revocable, non-exclusive, non-sublicensable and non-transferable license to use the software and/or any other technical means embedded in the Service within the scope and for the purposes of this Application and the Service offered.

This license does not grant Users any rights to access, usage or disclosure of the original source code. All techniques, algorithms, and procedures contained in the software and any documentation thereto related is the Owner's or its licensors' sole property.

All rights and license grants to Users shall immediately terminate upon any termination or expiration of the Agreement.

Without prejudice to the above, under this license Users may download, install, use and run the software on the permitted number of devices, provided that such devices are common and up-to-date in terms of technology and market standards.

The Owner reserves the right to release updates, fixes and further developments of this Application and/or its related software and to provide them to Users for free. Users may need to download and install such updates to continue using this Application and/or its related software.

New releases may only be available against payment of a fee.

The User may download, install, use and run the software on one device of a specific model.

TERMS AND CONDITIONS OF SALE

Paid Products

Some of the Products provided on this Application, as part of the Service, are provided on the basis of payment.

The fees, duration and conditions applicable to the purchase of such Products are described below and in the dedicated sections of this Application.

Product description

Prices, descriptions or availability of Products are outlined in the respective sections of this Application and are subject to change without notice.

While Products on this Application are presented with the greatest accuracy technically possible, representation on this Application through any means (including, as the case may be, graphic material, images, colors, sounds) is for reference only and implies no warranty as to the characteristics of the purchased Product.

The characteristics of the chosen Product will be outlined during the purchasing process.

Purchasing process

Any steps taken from choosing a Product to order submission form part of the purchasing process.

The purchasing process includes these steps:

- Users must choose the desired Product and verify their purchase selection.
- After having reviewed the information displayed in the purchase selection, Users may place the order by submitting it.

Order acceptance

- Unless the order receipt expressly includes the acceptance of the order, in which case the contract is therefore then entered into, the purchase contract is entered into at the moment the User receives the communication of order acceptance.
- Subject to availability and to the Owner's discretion, the order shall be accepted without undue delay.
- If the order is not accepted, the Owner shall issue a refund.
- All such orders are to be processed by Apple and not directly by the Owner

The rejection of an order shall not entitle the User to bring any claim against the Owner, including compensation for damages.

All notifications related to the described purchasing process shall be sent to the email address provided by the User for such purposes.

Prices

Users are informed during the purchasing process and before order submission, about any fees, taxes and costs (including, if any, delivery costs) that they will be charged.

Prices on this Application are displayed:

- either exclusive or inclusive of any applicable fees, taxes and costs, depending on the section the User is browsing.
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Methods of payment

Information related to accepted payment methods are made available during the purchasing process.

Some payment methods may only be available subject to additional conditions or fees. In such cases related information can be found in the dedicated section of this Application.

All payments are independently processed through third-party services.

Therefore, this Application does not collect any payment information – such as credit card details – but only receives a notification once the payment has been successfully completed.

If payment through the available methods fail or is refused by the payment service provider, the Owner shall be under no obligation to fulfil the purchase order. Any possible costs or fees resulting from the failed or refused payment shall be borne by the User.

Payment of price in instalments

The payment of the purchase price may only be settled by one instalment, within the deadlines specified on this Application or otherwise communicated by the Owner.

Specific Products may be excluded from this payment model.

If the User fails to meet any of the payment deadlines, the entire outstanding amount shall become immediately due and payable.

Retention of Product ownership

Until payment of the total purchase price is received by the Owner, any Products ordered shall not become the User's property.

Retention of usage rights

Users do not acquire any rights to use the purchased Product until the total purchase price is received by the Owner.

Delivery

Delivery of digital content

Unless otherwise stated, digital content purchased on this Application is delivered via download on the device(s) chosen by Users.

Users acknowledge and accept that in order to download and/or use the Product, the intended device(s) and its respective software (including operating systems) must be legal, commonly used, up-to-date, and consistent with current market-standards.

Users acknowledge and accept that the ability to download the purchased Product may be limited in time and space.

User rights

Right of withdrawal

Unless exceptions apply, the User may be eligible to withdraw from the contract within the period specified by Apple, for any reason and without justification. Users can learn more about the withdrawal conditions within this section.

Who the right of withdrawal applies to

Unless any applicable exception is mentioned below, Users who are European Consumers are granted a statutory cancellation right under EU rules, to withdraw from contracts entered into online (distance contracts) within the specified period applicable to their case, for any reason and without justification.

Unless any applicable exception applies, the right of withdrawal in other jurisdictions depends upon applicable local law.

Users that do not fit this qualification, cannot benefit from the rights described in this section.

Exercising the right of withdrawal

To exercise their right of withdrawal, Users must send Apple an unequivocal statement of their intention to withdraw from the contract.

To this end, Users may use the model withdrawal process available from within the Application (under “Manage Subscription”). Users are, however, free to express their intention to withdraw from the contract by making an unequivocal statement in any other suitable way. In order to meet the deadline within which they can exercise such right, Users must send the withdrawal notice before any withdrawal period expires.

When does the withdrawal period expire?

- **In case of purchase of a digital content not supplied in a tangible medium**, the withdrawal period expires 14 days after the day that the contract is entered into, unless the User has waived the withdrawal right.

Effects of withdrawal

Users who correctly withdraw from a contract will be reimbursed by Apple for all payments made to Apple, including, if any, those covering the costs of delivery.

However, any additional costs resulting from the choice of a particular delivery method other than the least expensive type of standard delivery offered by the Owner, will not be reimbursed.

Such reimbursement shall be made without undue delay and, in any event, no later than 14 days from the day on which Apple is informed of the User’s decision to withdraw from the contract (typically within 48 hours). Unless otherwise agreed with the User, reimbursements will be made using the same

means of payment as used to process the initial transaction. In any event, the User shall not incur any costs or fees as a result of such reimbursement.

Liability and indemnification

US Users

Disclaimer of Warranties

This Application is provided strictly on an “as is” and “as available” basis. Use of the Service is at Users’ own risk. To the maximum extent permitted by applicable law, the Owner expressly disclaims all conditions, representations, and warranties — whether express, implied, statutory or otherwise, including, but not limited to, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third-party rights. No advice or information, whether oral or written, obtained by user from owner or through the Service will create any warranty not expressly stated herein. Without limiting the foregoing, the Owner, its subsidiaries, affiliates, licensors, officers, directors, agents, co-branders, partners, suppliers and employees do not warrant that the content is accurate, reliable or correct; that the Service will meet Users’ requirements; that the Service will be available at any particular time or location, uninterrupted or secure; that any defects or errors will be corrected; or that the Service is free of viruses or other harmful components. Any content downloaded or otherwise obtained through the use of the Service is downloaded at users own risk and users shall be solely responsible for any damage to Users’ computer system or mobile device or loss of data that results from such download or Users’ use of the Service. The Owner does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Service or any hyperlinked website or service, and the Owner shall not be a party to or in any way monitor any transaction between Users and third-party providers of products or services. The Service may become inaccessible or it may not function properly with Users’ web browser, mobile device, and/or operating system. The owner cannot be held liable for any perceived or actual damages arising from Service content, operation, or use of this Service. Federal law, some states, and other jurisdictions, do not allow the exclusion and limitations of certain implied warranties. The above exclusions may not apply to Users. This Agreement gives Users specific legal rights, and Users

may also have other rights which vary from state to state. The disclaimers and exclusions under this agreement shall not apply to the extent prohibited by applicable law.

Limitations of liability

To the maximum extent permitted by applicable law, in no event shall the Owner, and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees be liable for

- any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the Service; and
- any damage, loss or injury resulting from hacking, tampering or other unauthorized access or use of the Service or User account or the information contained therein;
- any errors, mistakes, or inaccuracies of content;
- personal injury or property damage, of any nature whatsoever, resulting from User access to or use of the Service;
- any unauthorized access to or use of the Owner's secure servers and/or any and all personal information stored therein;
- any interruption or cessation of transmission to or from the Service;
- any bugs, viruses, trojan horses, or the like that may be transmitted to or through the Service;
- any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Service; and/or
- the defamatory, offensive, or illegal conduct of any User or third party.

In no event shall the Owner, and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees be liable for any claims, proceedings, liabilities, obligations, damages, losses or costs in an amount exceeding the amount paid by User to the Owner hereunder in the preceding 12 months, or the period of duration of this agreement between the Owner and User, whichever is shorter.

This limitation of liability section shall apply to the fullest extent permitted by law in the applicable jurisdiction whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if company has been advised of the possibility of such damage.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, therefore the above limitations or exclusions may not apply to User. The terms give User specific legal rights, and User may also have other rights which vary from jurisdiction to jurisdiction. The disclaimers, exclusions, and limitations of liability under the terms shall not apply to the extent prohibited by applicable law.

Indemnification

The User agrees to defend, indemnify and hold the Owner and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees harmless from and against any and all claims or demands, damages, obligations, losses, liabilities, costs or debt, and expenses, including, but not limited to, legal fees and expenses, arising from

- User's use of and access to the Service, including any data or content transmitted or received by User;
- User's violation of these terms, including, but not limited to, User's breach of any of the representations and warranties set forth in these terms;
- User's violation of any third-party rights, including, but not limited to, any right of privacy or intellectual property rights;
- User's violation of any statutory law, rule, or regulation;
- any content that is submitted from User's account, including third party access with User's unique username, password or other security measure, if applicable, including, but not limited to, misleading, false, or inaccurate information;
- User's wilful misconduct; or
- statutory provision by User or its affiliates, officers, directors, agents, co-branders, partners, suppliers and employees to the extent allowed by applicable law.

Common provisions

No Waiver

The Owner's failure to assert any right or provision under these Terms shall not constitute a waiver of any such right or provision. No waiver shall be considered a further or continuing waiver of such term or any other term.

Service interruption

To ensure the best possible service level, the Owner reserves the right to interrupt the Service for maintenance, system updates or any other changes, informing the Users appropriately.

Within the limits of law, the Owner may also decide to suspend or terminate the Service altogether. If the Service is terminated, the Owner will cooperate with Users to enable them to withdraw Personal Data or information in accordance with applicable law.

Additionally, the Service might not be available due to reasons outside the Owner's reasonable control, such as "force majeure" (eg. labor actions, infrastructural breakdowns or blackouts etc).

Service reselling

Users may not reproduce, duplicate, copy, sell, resell or exploit any portion of this Application and of its Service without the Owner's express prior written permission, granted either directly or through a legitimate reselling programme.

Privacy policy

To learn more about the use of their Personal Data, Users may refer to the privacy policy of this Application.

Intellectual property rights

Without prejudice to any more specific provision of these Terms, any intellectual property rights, such as copyrights, trademark rights, patent rights and design rights related to this Application are the exclusive property of the Owner or its licensors and are subject to the protection granted by applicable laws or international treaties relating to intellectual property.

All trademarks — nominal or figurative — and all other marks, trade names, service marks, word marks, illustrations, images, or logos appearing in connection with this Application are, and remain, the exclusive property of the Owner or its licensors and are subject to the protection granted by applicable laws or international treaties related to intellectual property.

Changes to these Terms

The Owner reserves the right to amend or otherwise modify these Terms at any time. In such cases, the Owner will appropriately inform the User of these changes.

Such changes will only affect the relationship with the User for the future. The continued use of the Service will signify the User's acceptance of the revised Terms. If Users do not wish to be bound by the changes, they must stop using the Service. Failure to accept the revised Terms, may entitle either party to terminate the Agreement.

The applicable previous version will govern the relationship prior to the User's acceptance. The User can obtain any previous version from the Owner. If required by applicable law, the Owner will specify the date by which the modified Terms will enter into force.

Assignment of contract

The Owner reserves the right to transfer, assign, dispose of by novation, or subcontract any or all rights or obligations under these Terms, taking the User's legitimate interests into account. Provisions regarding changes of these Terms will apply accordingly.

Users may not assign or transfer their rights or obligations under these Terms in any way, without the written permission of the Owner.

Contacts

All communications relating to the use of this Application must be sent using the contact information stated in this document, or via specific Application contact methods .

Severability

Should any provision of these Terms be deemed or become invalid or unenforceable under applicable law, the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

EU Users

Should any provision of these Terms be or be deemed void, invalid or unenforceable, the parties shall do their best to find, in an amicable way, an

agreement on valid and enforceable provisions thereby substituting the void, invalid or unenforceable parts.

In case of failure to do so, the void, invalid or unenforceable provisions shall be replaced by the applicable statutory provisions, if so permitted or stated under the applicable law.

Without prejudice to the above, the nullity, invalidity or the impossibility to enforce a particular provision of these Terms shall not nullify the entire Agreement, unless the severed provisions are essential to the Agreement, or of such importance that the parties would not have entered into the contract if they had known that the provision would not be valid, or in cases where the remaining provisions would translate into an unacceptable hardship on any of the parties.

Governing law

These Terms are governed by the law of the place where the Owner is based, as disclosed in the relevant section of this document, without regard to conflict of laws principles.

Exception for European Consumers

However, regardless of the above, if the User qualifies as a European Consumer and has their habitual residence in a country where the law provides for a higher consumer protection standard, such higher standards shall prevail.

Venue of jurisdiction

The exclusive competence to decide on any controversy resulting from or connected to these Terms lies with the courts of the place where the Owner is based, as displayed in the relevant section of this document.

Exception for European Consumers

The above does not apply to any Users that qualify as European Consumers, nor to Consumers based in Switzerland, Norway or Iceland.

Dispute resolution

Amicable dispute resolution

Users may bring any disputes to the Owner who will try to resolve them amicably.

While Users' right to take legal action shall always remain unaffected, in the event of any controversy regarding the use of this Application or the Service, Users are kindly asked to contact the Owner at the contact details provided in this document.

The User may submit the complaint including a brief description and if applicable, the details of the related order, purchase, or account, to the Owner's email address specified in this document.

The Owner will process the complaint without undue delay and within 21 days of receiving it.

Online dispute resolution for Consumers

The European Commission has established an online platform for alternative dispute resolutions that facilitates an out-of-court method for solving any dispute related to and stemming from online sale and service contracts.

As a result, any European Consumer can use such platform for resolving any dispute stemming from contracts which have been entered into online.

Date of document:

Latest update: February 1, 2022