

# EVERYDAY CONCIERGE LICENCE AGREEMENT

Everyday Concierge Pty Ltd ACN 635 325 423 (**Everyday Concierge**) is the owner of the Intellectual Property. Everyday Concierge has agreed to grant you a non-exclusive licence to access and use the Intellectual Property for your benefit, subject to the terms and conditions set out in this Agreement.

**[IF APPLICABLE]** The Guarantor agrees to guarantee the performance of your obligations under this Agreement

## 1. THE DEFINITIONS

- 1.1 The meanings of the terms used in this Agreement are set out in Schedule 2 – Definitions.
- 1.2 In this document:
  - (1) a singular word includes the plural and vice versa;
  - (2) a word which suggests one gender includes all other genders;
  - (3) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
  - (4) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity; and
  - (5) references to this or any other document include the document as varied or replaced, and despite any change in the identity of the parties;
  - (6) a reference to a clause, schedule, annexure or party is a reference to a clause of, and a schedule, annexure or party to, this document and references to this document includes any schedules or annexures;
  - (7) a reference to a party means a party to this Agreement and includes the party's executors, administrators, successors and permitted assigns;
  - (8) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
  - (9) if any day on or by which a person must do something under this document is not a Business Day, then the person must:
  - (10) if it involves a payment other than a payment which is due on demand, make that payment on the preceding Business Day; and
  - (11) in all other cases, do that thing no later than the next Business Day;
  - (12) a reference to 'month' means calendar month;
  - (13) a rule of construction does not apply to the disadvantage of a party because the party

was responsible for the preparation of this Agreement or any part of it; and  
(14) headings are for convenience only and do not form part of this document or affect its interpretation.

## 2. LICENCE

- 2.1 Everyday Concierge hereby grants to you a personal, non-exclusive, non-transferrable licence to use the Intellectual Property:
  - (1) for the Permitted Use;
  - (2) in exchange for payment of the Licence Fee;
  - (3) within the Territory;
  - (4) for the Term; and
  - (5) subject to the terms of this Agreement.
- 2.2 You acknowledge and agree that Everyday Concierge may grant similar licences to other parties, and that the rights afforded to you under this Agreement will not at any time be exclusively given to you.

## 3. YOUR WARRANTIES AND INDEMNITIES

- 3.1 You undertake to:
  - (1) use reasonable commercial endeavours to
    - (a) preserve the value and validity of the Intellectual Property; and
    - (b) create, promote, retain, and enhance the goodwill in the Intellectual Property;
  - (2) comply, within a reasonable time, with all reasonable direction issued by Everyday Concierge regarding the manner of use of the Intellectual Property;
  - (3) during the Term and specifically after the termination of this Agreement, not to allow or facilitate the use, nor exploit the Intellectual Property in a manner in any way detrimental to Everyday Concierge and not contravene, deny or contest the rights subsisting in the Intellectual Property, and take such steps as may be appropriate and available to you to prevent the infringement of any and all the rights subsisting in the Intellectual Property;
  - (4) in connection with the Permitted Use not give any warranty:
    - (a) beyond that which you are obliged in law to give; or
    - (b) which has not been approved in writing by Everyday Concierge;
  - (5) to use the Intellectual Property only for the Permitted Use and not for any other use; and
  - (6) treat as confidential the Confidential Information except that which at the time of its disclosure to you was generally available, or subsequently became known to the public provided always that this covenant shall continue in full force and effect notwithstanding that this Agreement has terminated
- 3.2 The Licensee hereby fully, effectually, and promptly indemnifies Everyday Concierge against any loss, either direct or indirect, damage or expense whatsoever which Everyday Concierge may suffer or incur in respect of:
  - (1) any breach by the Licensee of the provisions of this Agreement; or
  - (2) any Claim by any person against Everyday Concierge arising out of or in respect of the

exploitation of the Intellectual Property by the Licensee.

- 3.3 The Licensee hereby irrevocably releases Everyday Concierge and waives all Claims which the Licensee may have in the future against Everyday Concierge, in respect of any action, Claim or remedy whatsoever in any way attributable to the exploitation of the Intellectual Property by the Licensee or otherwise associated with the rights and obligations granted under this Agreement.

#### **4. INTELLECTUAL PROPERTY**

- 4.1 The Licensee acknowledges that, notwithstanding any other provision of this Agreement:

- (1) all rights in and relating to the Intellectual Property are and remain the property or under the control of a member of Everyday Concierge; and
- (2) the Licensee does not acquire any right, title or interest in any of the Intellectual Property.

- 4.2 The Licensee acknowledges that:

- (1) Everyday Concierge is the owner of all goodwill in the Intellectual Property;
- (2) all goodwill associated with the Licensee's use of the Intellectual Property, and their activities under this Agreement, inures to Everyday Concierge's benefit; and
- (3) when this Agreement ends, the Licensee is not entitled to any payment from Everyday Concierge for goodwill which may exist in relation to the Licensee's use of the Intellectual Property.

- 4.3 If the Licensee develops any improvements to or in relation to the Intellectual Property, the Licensee will notify Everyday Concierge of the nature of the same and the Licensee hereby irrevocably:

- (1) grants to Everyday Concierge the right to apply for any incidental intellectual property rights available in respect of that improvement and in connection with such application, the Licensee shall:
  - (a) make, supply and assist in the preparation of all models, plans, drawings or specifications necessary or convenient for the proper understanding or development of the improvements; and
  - (b) grant and do all things necessary to give effect to an assignment of the intellectual property rights in respect of the improvements to Everyday Concierge;
- (2) assigns, transfers and sets over absolutely to Everyday Concierge all right title and interest to the improvements including all Claims as they relate to the improvements.

- 4.4 The Licensee must:

- (1) not register or seek to register any of the Intellectual Property without Everyday Concierge's prior written consent (which Everyday Concierge may withhold in their sole discretion);
- (2) not cause any of the Intellectual Property to be prejudicially affected or contested;

- (3) use the Intellectual Property only in the manner prescribed by Everyday Concierge and as set out in this Agreement;
- (4) not make any alterations to the Intellectual Property;
- (5) not interfere with or inhibit the authorised use of the Intellectual Property by any other party to whom Everyday Concierge grants a similar licence;
- (6) advise Everyday Concierge immediately of any infringement, potential infringement or challenge of Everyday Concierge's rights in the Intellectual Property by a third party, and take and assist the taking of all reasonable action as may be directed by Everyday Concierge to stop or prevent further infringement.

#### **5. LICENCE FEE**

- 5.1 In consideration of Everyday Concierge entering into this Agreement, the Licensee must pay the Licence Fee to Everyday Concierge during the Term;

- 5.2 The Licence Fees are payable weekly in advance, by direct deposit into the bank account nominated by Everyday Concierge or as otherwise directed by Everyday Concierge to the Licensee from time to time;

- 5.3 The Licensee authorises Everyday Concierge to deduce the Licence Fees from the Licensees nominated bank account, and will be responsible for ensuring sufficient funds are at all times available in the account to pay the Licence Fees;
- 5.4 The Licence Fee may be varied from time to time by agreement in writing between Everyday Concierge and the Licensee.

#### **6. THIRD PARTY CLAIM**

- 6.1 Provided that the Licensee is not in breach of its obligations under this Agreement, if a third party makes a Claim against the Licensee alleging that use of the Intellectual Property infringes its intellectual property rights, Everyday Concierge will defend, indemnify and hold harmless the Licensee from such a claim provided that:

- (1) the Licensee notifies Everyday Concierge in writing promptly of the Claim;
- (2) the Licensee provides such information, assistance and co-operation as Everyday Concierge may reasonably request, at the Licensee's expense, from time to time; and
- (3) Everyday Concierge has full discretion to defend, compromise or settle any such Claim on such terms as Everyday Concierge deems fit;

- 6.2 If Everyday Concierge cannot satisfactorily settle the Claim so as to retain ownership of the Intellectual Property, its liability will be limited to terminating this Agreement, and refunding the Licensee an amount equal to the portion of any Licence Fee paid for the period following termination.

- 6.3 Nothing in this clause 6 authorises the Licensee to defend, compromise or settle any Claim on Everyday Concierge's behalf.

#### **7. WARRANTIES BY EVERYDAY CONCIERGE**

- 7.1 Everyday Concierge warrants that:

- (1) Everyday Concierge has the power and authority to enter into this Agreement; and
- (2) the Intellectual Property rights granted under this Agreement will not when used in accordance with this Agreement infringe the Intellectual Property rights of any person.

## **8. OWNERSHIP**

8.1 The parties acknowledge and agree that Everyday Concierge retains full title and ownership to the Intellectual Property at all times despite the delivery, possession or use of the Intellectual Property by the Licensee, and the Licensee accepts that their rights in relation to the Intellectual Property are as a mere bailee of the Intellectual Property with a right only to use it in accordance with this Agreement.

8.2 The Licensee further agrees not to agree, attempt, offer or purport to sell, assign, sub-let, lend, pledge, mortgage, let on hire or otherwise part with or attempt to part with possession of the Intellectual Property or otherwise deal with the Intellectual Property and not to conceal, alter or make any addition or alteration to the Intellectual Property.

## **9. TERM AND TERMINATION**

9.1 This Agreement continues for the Term unless it is earlier terminated in accordance with this clause 9.

9.2 The Licensee may terminate this Agreement by Notice to Everyday Concierge at any time and for any reason. Upon such Notice being given, the Licensee's rights to access the Intellectual Property will automatically cease upon expiry of the then-current billing cycle.

9.3 Everyday Concierge may terminate this Agreement by Notice to the Licensee if the Licensee commits any breach of any provision of this Agreement, and has failed to remedy such breach within fourteen (14) days of receipt of a Notice specifying:

- (1) the exact nature of the breach committed by the Licensee; and
- (2) what is required by the Licensee to remedy the breach.

9.4 Everyday Concierge may by notice in writing immediately terminate this Agreement upon

- (1) the making or filing of any application to wind up the Licensee under any law or government regulation relating to bankruptcy or insolvency; or
- (2) the appointment of a receiver, agent or manager for all or substantially all of the property of the Licensee; or
- (3) the making by the Licensee of any assignment, arrangement or composition whether formal or informal for the benefit of its creditors; or
- (4) the institution by the Licensee of any proceedings for the liquidation or winding up of its business; or
- (5) the failure to pay the Licence Fee within seven (7) Business Days of its due date for payment; or
- (6) in any event and without the need for default by the Licensee, upon giving the Licensee thirty (30) days prior written notice.

9.5 Upon termination:

- (1) the Licensee's access to the Intellectual Property will cease on and from the end of the current billing cycle;
- (2) the Licensee must deliver up to Everyday Concierge all documents and other materials including all copies in its possession relating to the Intellectual Property, and will do such further things as may be reasonably required by Everyday Concierge to protect its right, title and interest in the Intellectual Property;
- (3) any Licence Fee previously paid remains the property of Everyday Concierge and will not be refunded;
- (4) any Licence Fee due but unpaid as at the date of the termination must be paid by the Licensee to Everyday Concierge; and
- (5) the Licensee must immediately stop using all documents, materials, Confidential Information and other Intellectual Property which the Licensee had access to as a result of this Agreement.

## **10. GST AND WITHHOLDING TAX**

10.1 If GST is payable in respect of any payment made by the Licensee to Everyday Concierge under this Agreement, the amounts payable will be increased by the amount of the GST, provided that:

- (1) Everyday Concierge is registered for the purposes of GST; and
- (2) Everyday Concierge must provide the Licensee with an invoice that complies with the form of "tax invoice" specified in the regulations to the GST Law.

10.2 Any withholding tax payable will be deducted from any money payable to Everyday Concierge. If such deductions are made the Licensee will use its best endeavours to deliver to Everyday Concierge any documentation evidencing the payment of the taxes or charges in order that Everyday Concierge can obtain tax credits with its own tax authorities regarding the taxes or government charges (or both) which have been deducted by the Licensee.

## **11. ASSIGNMENT**

11.1 The Licensee must not assign all or any of its rights given to it under this Agreement without the prior written consent of Everyday Concierge, which Everyday Concierge may withhold in Everyday Concierge's absolute sole discretion.

11.2 Everyday Concierge may at its discretion assign all or any of its rights under this Agreement, without prior notice to the Licensee.

## **12. NATURE OF RELATIONSHIP**

12.1 This Agreement will not constitute or imply any partnership, joint venture, agency, fiduciary, franchising or other relationship between the parties other than the contractual relationship expressly provided for in this Agreement.

12.2 Neither party will have, nor represent that it has, any authority to make commitments on the other party's behalf.

12.3 The Licensee further confirms that it must not use, and will have no authority, entitlement or licence to use, Everyday Concierge's business name nor any other connection to Everyday

Concierge in any material which the Licensee has, uses or produces.

**13. [IF APPLICABLE] GUARANTEE AND INDEMNITY**

- 13.1 The Guarantor has requested Everyday Concierge to enter into this Agreement with the Licensee and Everyday Concierge does so in consideration of this guarantee and indemnity.
- 13.2 The Guarantor unconditionally and irrevocably guarantees to Everyday Concierge prompt performance of all of the Licensee's obligations contained or implied in this Agreement. If the obligation is to pay money, Everyday Concierge may recover the money from the Guarantor as a liquidated debt.
- 13.3 If the Licensee is not bound by some or all of its obligations under this Agreement, the Guarantor agrees, by way of indemnity and principal obligation, to pay to Everyday Concierge the amount which would have been payable by the Guarantor to Everyday Concierge under the guarantee in this clause had the Licensee been bound.
- 13.4 The Guarantor indemnifies Everyday Concierge and agrees to hold Everyday Concierge harmless in respect of any failure by the Licensee to perform any of their obligations under this Agreement including any obligation to pay money to Everyday Concierge.
- 13.5 This guarantee and indemnity is a continuing security, and is not discharged or prejudicially affected by any settlement of accounts, but remains in full force until a final release is given Everyday Concierge.
- 13.6 The Guarantor's liability under clauses 13.4 and 13.5 is not affected by:
- (1) the granting of time, forbearance or other concession by Everyday Concierge to the Licensee or any Guarantor;
  - (2) an absolute or partial release of the Licensee or any Guarantor or a compromise with the Licensee or any Guarantor;
  - (3) a variation of this Agreement;
  - (4) a transfer of this Agreement by the Licensee;
  - (5) the termination of this Agreement;
  - (6) any disputes or differences between Everyday Concierge and the Licensee;
  - (7) the fact that this Agreement is wholly or partially void, voidable or unenforceable;
  - (8) the non-execution of this Agreement by one or more of the persons named as Guarantor or the unenforceability of the guarantee or indemnity against one or more of the Guarantors; or
  - (9) the exercise or purported exercise by Everyday Concierge of their rights under this Agreement.
- 13.7 The Guarantor's liability is not discharged by a payment to Everyday Concierge which is later avoided by Law. If that happens, the parties are restored to their respective rights and obligations as if the payment had not been made.
- 13.8 If a liquidator or trustee in bankruptcy disclaims this Agreement, the Guarantor indemnifies Everyday Concierge against any resulting loss.

13.9 Until Everyday Concierge has received all money payable to Everyday Concierge by the Licensee, the Guarantor must:

- (1) not prove or claim in any liquidation, bankruptcy, composition, arrangement or assignment for the benefit of creditors; and
- (2) hold any claim it has and any dividend it receives on trust for Everyday Concierge.

13.10 If Everyday Concierge transfers their rights under this Agreement, the benefit of the guarantee and indemnity in this clause 13 extends to the transferee and continues concurrently for the benefit of Everyday Concierge regardless of the transfer unless Everyday Concierge releases the Guarantor in writing.

13.11 A certificate signed by Everyday Concierge or their solicitors about a matter or about a sum payable to Everyday Concierge in connection with this Agreement is sufficient evidence of the matter or sum stated in the certificate unless the matter or sum is proved to be false.

**14. DISPUTE RESOLUTION**

14.1 If any dispute arises out of or in connection with this Agreement, a party must not commence any court, arbitration, or other proceedings unless the parties have complied with this clause, except where a party seeks urgent interlocutory relief.

14.2 A party who claims that a dispute has arisen out of, or in relation to, this Agreement must give Notice to the other parties, within a reasonable time, specifying the nature of the dispute.

14.3 If the parties do not resolve the dispute within twenty-one (21) days of receipt of the Notice, or such further period as agreed by them, the parties must refer the dispute to mediation in accordance with the agreement to mediate available from the Queensland Law Society Inc.

14.4 When the mediation is concluded, any party may then (but not earlier) commence proceedings in any court of competent jurisdiction.

14.5 Each party must continue to perform its obligations under this Agreement, notwithstanding the existence of the dispute or any proceedings under this clause.

**15. NOTICES**

15.1 Notices given under this Agreement must be:

- (1) in writing;
- (2) signed by the party giving the Notice or its Authorised Representative; and
- (3) addressed to the Notice Address of the person to whom it is to be given.

15.2 Notices must be either:

- (1) delivered by hand;
- (2) posted by pre-paid mail; or
- (3) transmitted by facsimile or email; to the Notice Address of the person receiving the Notice.

15.3 A Notice given to a person in accordance with this Agreement is deemed to have been given and received if:

- (1) delivered, on the day of delivery if delivered before 5:00pm on a Business Day, otherwise on the next Business Day
- (2) posted by pre-paid security mail, on the second day after the day on which the Notice

was accepted by the post office from the party sending the Notice; or

- (3) transmitted by facsimile or electronic mail:
  - (a) the transmission report or delivery receipt (if any) states that it was sent in full and without error; and
  - (b) no objection is received from the recipient;
- (4) on the day of transmission if that report or delivery receipt (if any) states that the transmission was completed before 5:00pm on a Business Day, otherwise on the next Business Day.

## 16. GENERAL PROVISIONS

- 16.1 The Licensee agrees to pay all stamp duty (including any fine or penalty except where it arises from default by another party) on or relating to this Agreement and any document executed under it. If a party other than the Licensee pays the transfer duty (including any fine or penalty) on or relating to this Agreement or any document executed pursuant to it, the Licensee agrees to reimburse that party upon demand.
- 16.2 This Agreement constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.
- 16.3 To the extent permitted by law, any statement, representation or promise made in any negotiation or discussion has no effect except to the extent expressly set out or incorporated by reference in this Agreement.
- 16.4 Each person signing this Agreement:
  - (1) as attorney, by so doing, warrants to the other parties that, as at the date of signing, the signatory has not received notice or information of the revocation of the power of attorney appointing that person; and
  - (2) as an Authorised Representative, agent or trustee of a party, warrants to the other parties that, as at the date of signing, the signatory has full authority to execute this Agreement on behalf of that party.
- 16.5 This Agreement may be signed or executed in a number of counterparts, with the same effect as if the signatures to or execution of each counterpart were on the same instrument. This Agreement may also be executed by an exchange of facsimile or electronic transmissions of signed counterparts of this Agreement.
- 16.6 No variation of this Agreement nor consent to a departure by a party from a provision, will be of effect unless it is in writing, signed by the parties or (in the case of a waiver) by the party giving it. Any such variation or consent will be effective only to the extent to or for which it may be made or given.
- 16.7 The failure of a party to require full or partial performance of a provision of this Agreement does not affect the right of that party to require performance subsequently.
- 16.8 A single or partial exercise of or waiver of the exercise of any right, power or remedy does not

preclude any other or further exercise of that or any other right, power or remedy.

- 16.9 A right under this Agreement may only be waived in writing signed by the party granting the waiver and is effective only to the extent specifically set out in that waiver.
- 16.10 This Agreement will, so far as possible, be interpreted and construed so as not to be invalid, illegal or unenforceable in any respect, but if a provision, on its true interpretation or construction is held to be illegal, invalid or unenforceable:
  - (1) that provision will, so far as possible, be read down to the extent that it may be necessary to ensure that it is not illegal, invalid or unenforceable and as may be reasonable in all the circumstances so as to give it a valid operation; or
  - (2) if the provision or part of it cannot effectively be read down, that provision or part of it will be deemed to be void and severable and the remaining provisions of this Agreement will not in any way be affected or impaired and will continue notwithstanding that illegality, invalidity or unenforceability.
- 16.11 If a party to this Agreement consists of more than one person, or a term is used in this Agreement to refer to more than one party:
  - (1) an obligation of those parties is a joint obligation of all of them and a several obligation of each of them;
  - (2) a right given to those parties is a right given jointly and severally to each of them, and if exercised by one of them, is deemed to be exercised jointly; and
  - (3) a representation, warranty or undertaking made by those parties is made by each of them.
- 16.12 Each party agrees to promptly execute all documents and do all things that any other party from time to time reasonably requires of it to effect, perfect or complete the provisions of this Agreement and any transaction contemplated by it.
- 16.13 If a party (Affected Party):
  - (1) is prevented from or delayed in performing an obligation (other than to pay money) by a Prescribed Event; and
  - (2) promptly and diligently acts to mitigate or remove the Prescribed Event and/or its effect;then the obligation is suspended during, but for no longer than, the period the Prescribed Event continues and such further period as is reasonable in the circumstances.
- 16.14 Nothing in clause 16.13 obliges the Affected Party to settle any strike, lockout, ban, limitation of work or other industrial dispute.
- 16.15 Time is of the essence of this Agreement.
- 16.16 If the parties agree to vary a time requirement the time requirement so varied is of the essence of this Agreement.
- 16.17 An agreement to vary a time requirement must be in writing.
- 16.18 This Agreement is governed by and construed in accordance with the laws of Queensland and the Commonwealth of Australia.

- 16.19 Actions, suits or proceedings relating in any way to this Agreement or documents or dealings contemplated by it, must be instituted, heard and determined in a court of competent jurisdiction in Queensland.
- 16.20 Each party irrevocably submits to the non-exclusive jurisdiction of such court for the purpose of any such action, suit or proceeding.
- 16.21 A party may, by Notice, appoint another person at a specified address in Queensland to receive service of process in connection with proceedings and process served on that person is taken to be served on the party making the appointment.
- 16.22 Each obligation, which expressly survives or is capable of surviving the end of the dealings

contemplated by this Agreement, continues in force despite the termination or completion of this Agreement or the transactions contemplated by it.

**17. ACCEPTANCE**

- 17.1 The Licensee hereby acknowledges and agrees that:
- (1) they have read and agree to the terms and conditions contained in this Agreement; and
  - (2) upon accepting the terms and conditions in accordance with the methods set out in this Agreement, they will be deemed to have accepted these Terms and Conditions and will be bound to them as if they have signed.

## Schedule 1 – Intellectual Property

Description		Australian registration details		
		Date	Number	Place
Trademark	Nil			IP Australia
Patents	Nil			
Registered Business Name/s	Nil			
Designs & Copyright	All documents which Everyday Concierge makes available to the Licensee to access (including but not limited to service agreements, employee and contractor agreements, operational manuals, technical manuals, training/staff induction manuals, customer service manuals, marketing manuals and accounting manuals), prepared by or for the Licensee in connection with the operation of the Everyday Concierge businesses. There are no relevant registration details.			
Designs, Copyright & Other Intellectual Property	The copyright in computer software and mobile applications as well as in certain processes, methods, systems, recipes, formulas, manuals, computer software, trade secrets and know-how and other procedures for the operation of Everyday Concierge (including but not limited to advertising, sales techniques, promotional materials, signage, exterior decoration and décor, personnel management and control systems, book-keeping and accounting methods). There are no relevant registration details.			

## Schedule 2 – Definitions

Term	Meaning
<b>Agreement</b>	means this agreement and all schedules and annexures to this agreement, as validly amended from time to time
<b>Agreement Date</b>	means the date on which the Licensee accepts the terms of this Agreement
<b>Authorised Representative</b>	means (1) in respect of a party which is a corporation: <ul style="list-style-type: none"> <li>(a) a director or company secretary or any officer of the corporation whose title or office includes the words "manager" or "director";</li> <li>(b) a person acting with the title or in the office of manager or director; or</li> <li>(c) a duly constituted attorney of the corporation; and</li> <li>(d) in respect of each party, a lawyer of that party or a person nominated by Notice to the other party as an authorised representative;</li> </ul>
<b>Business</b>	means the professional assistance and services business known as 'Everyday Concierge'
<b>Business Day</b>	means a day that is not a Saturday, Sunday or public holiday in Toowoomba, Queensland
<b>Claim</b>	includes any claim, legal action, demand, complaint, action, dispute or proceeding and all costs and expenses incurred in connection with it including lawyers' fees and expenses on a solicitor/client basis
<b>Commencement Date</b>	means the Agreement Date
<b>Confidential Information</b>	means all technical and other information and know how, including all information and know how in any eye or machine readable form or other format, disclosed or given to the Licensee from any source in respect of or incidental to the Intellectual Property, this Agreement or Everyday Concierge
<b>GST</b>	means a goods and services tax, or a similar value added tax, levied or imposed under the GST Law;
<b>GST Law</b>	has the same meaning as in the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth);
<b>Intellectual Property</b>	means: (1) the intellectual property described in Schedule A; (2) all intellectual property rights of Everyday Concierge whether now existing or created after the Agreement Date including copyright and neighbouring rights, registered and unregistered trade and service marks, business and domain names, all rights in relation to inventions (including patents and patent applications), designs, plant varieties, circuit layouts, confidential information, trade secrets, know how, research data, recipes, formulae, discoveries and any other intangible proprietary rights whether registered or not that Everyday Concierge possesses, which exclusively relate to the operation of the Business as a whole; (3) all intellectual and technological property of whatever kind including but not limited to all patterns and designs artwork, protocols, patents and formula, compositions, mathematical equations, all processes, application, treatment and methodology, brand names, logos, words and phraseology used in the business, all other non-descript material, documents and merchandise, service marks, know-how and all mental and human thoughts, ideas and intellect that Everyday Concierge possesses, which exclusively relate to the Business as a whole;
<b>Licensee/You</b>	means the party accessing/signing up to this Agreement;
<b>Licence Fee</b>	means the amount referred to as the <b>[INSERT]</b> Package, as selected by the Licensee
<b>Notice</b>	means a written notice, consent, approval, direction, order or other communication
<b>Notice Address</b>	means any other address, email address or facsimile number notified by the party to all other parties
<b>Permitted Use</b>	means to exploit, market, promote and/or develop the Intellectual Property for profit or reward;
<b>Prescribed Event</b>	means any of the following events: (1) act of God;



	<ul style="list-style-type: none"> <li>(2) war, terrorism, riot, insurrection, vandalism or sabotage;</li> <li>(3) strike, lockout, ban, limitation of work or other industrial disturbance;</li> <li>(4) pandemic or epidemic;</li> <li>(5) law, rule or regulation of any government or governmental agency or executive or administrative order or act of general or particular application; or</li> <li>(6) explosion;</li> </ul> <p>which:</p> <ul style="list-style-type: none"> <li>(7) is unforeseen by the Affected Party;</li> <li>(8) is beyond the control of the Affected Party; and</li> <li>(9) occurs without the fault or negligence of the Affected Party.</li> </ul>
<b>Territory</b>	means the continent of Australia; and
<b>Term</b>	<p>means:</p> <ul style="list-style-type: none"> <li>(1) the period commencing on the Commencement Date and continuing until this Agreement is validly terminated, subject to the balance of this clause;</li> <li>(2) the full period of copyright existing under the laws in force in any part of the Territory including all revivals, renewals, renewals and extensions to the term of copyright;</li> <li>(3) in respect of Intellectual Property protected by registration, the term of the registration; and</li> <li>(4) in respect of Intellectual Property protected by law which does not require registration, the period of time prescribed by law.</li> </ul>