

End User Terms

1. General

- (a) Thank you for choosing My Life Capsule.
- (b) www.mylifecapsule.com and www.vault.mylifecapsule.com are sites operated by My Life Capsule Pty Ltd (ACN 618 704 037) (**we, us, or our**).
- (c) This page, and any documents referred to in it, governs the terms of use under which you may make use of our products, services, mobile app and websites, www.mylifecapsule.com and www.vault.mylifecapsule.com (collectively referred to as the **Site**).
- (d) The term **you** refers to the person or organisation accessing or using, or relying upon, the Site. You may also be responsible for the data and identity of a dependent or have the authority to act for a natural person, including as a parent or guardian or under a power of attorney.
- (e) Please read these end user terms (**Terms**) carefully before you start to use the Site. These terms set out and explain the terms and conditions relating to you using the Site.
- (f) By using, browsing or accessing the Site, you indicate that you have read, understood and accept these end user terms, together with our [Privacy Policy](#), and agree to abide by them.
- (g) We encourage you to read these end user terms and contact us if you have any questions in relation to the Site:
 - (i) by email to info@mylifecapsule.com;
 - (ii) by calling on 1300 431 660; or
 - (iii) by post to Suite 4/22 Council Street, Hawthorn East, Victoria, Australia, 3123.
- (h) If you do not agree to these Terms, you should not access or otherwise use the Site and the products and services offered on, or via, the Site.

2. Our privacy promise

- (a) We understand that in today's world it is necessary to exchange, share and provide personal information.
- (b) We are committed to being transparent with you about our business and how we manage your personal information (**Information**). Our [Privacy Policy](#) outlines how we protect your fundamental right to privacy.
- (c) Any Information provided by you is processed by us in accordance with our Privacy Policy.
- (d) By using the Site and providing Information, you:

- (i) consent to such processing; and
 - (ii) warrant on a continuing basis that all Information provided is true and accurate.
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3. Accessing the Site

- (a) Our Site is a platform which offer users, a digital platform to protect, organise and share their information for life. Users can:
 - (i) select 1 or more of the My Life Capsule products (**Capsule**);
 - (ii) organise their Information into the Capsule selected;
 - (iii) safely and securely store Information; and
 - (iv) have the option to share Information with family and friends.
- (b) We will not:
 - (i) read, mine or sell your Information;
 - (ii) be liable if our Site is unavailable (wholly or partly), for any reason, at any time or for any period.
- (c) We may:
 - (i) withdraw or amend the products, services and content we provide on our Site without notice;
 - (ii) restrict access to some parts of the Site (wholly or partly) from time to time;
- (d) You are responsible for:
 - (i) making all arrangements necessary for you to have access to the Site;
 - (ii) ensuring that all persons who access the Site through your internet connection, mobile device, or otherwise are aware of these Terms, and that they comply with them.
- (e) When accessing and using the Site, you must not:
 - (i) attempt to undermine the security or integrity of:
 - (A) our computing systems or networks;
 - (B) a third party's computing systems and networks where the Site is hosted by a third party;
 - (ii) use, or misuse, the Site in any way which may impair:
 - (A) the functionality of the Site, or other systems used in the course of delivering the Site;
 - (B) the ability of any other user to use the Site;
 - (iii) attempt to gain unauthorised access to any materials other than those to which you have been given express permission to access, or to the computer system on which the Site is hosted;
 - (iv) transmit, download or input into the Site, any files that may damage any other person's computing devices or software, content that may be offensive or material or data in violation of any law; or

- (v) modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer, any computer programs used to deliver the Site (or attempt to do so).
 - (f) You must ensure that the Information uploaded onto your Capsule does not include content that is illegal, offensive, insensitive, upsetting, intended to disgust or that is in poor taste.
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4. User account and password

- (a) If you wish to store and manage your Information in a Capsule, you must create an account with us (**Account**).
- (b) Your Account will be operated by an email address and password (**Password**). You may change or reset your Password by selecting the 'Forgot Password' link in the sign-up process, or inside your Dashboard settings once logged into the Site.
- (c) We encourage you to use 'strong' passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your Account.
- (d) You must also set up a secret code which will only be known by you. This code is an extra layer of security to keep your capsule private. It is used when you log into a new device and at various intervals to verify your identity.
- (e) You, as the owner of the Account, are solely responsible for the activity conducted on the Account. At any time, we may request that you provide identification to verify your identity.
- (f) In relation to your Account, you undertake that you will:
 - (i) not disclose your Password to any third party;
 - (ii) take reasonable measures to prevent disclosure of your Password to any third party. You are liable for all use of the Site using your Account or Password.
 - (iii) provide only accurate and complete registration information, and update that information if it changes in order to keep it current, complete and accurate;
 - (iv) remain responsible for anything that happens through your Account; and
 - (v) not impersonate another account holder or provide false identity information to gain access to or use the Site or a Capsule.
- (g) Please notify us immediately if:
 - (i) you become aware that your Account, Password or Capsule is being used without authorisation; or
 - (ii) there is any other security breach relating to your Account, Password or Capsule.
- (h) Previously granted access to anyone else can be revoked or cancelled by you at any time from within your Account, including if you suspect a security breach or misuse of your Account details.
- (i) By creating an Account, you represent and warrant that you are at least 18 years of age.

5. Changes to the Site

- (a) We may, but are under no obligation to, update the Site (wholly or partly) at any time. If the need arises, we may suspend or cease access to the Site, our social media pages or any website linked to the profiles of Third Party Providers.
- (b) Any of the content or information provided on, or via the Site, our social media pages, or any website linked to the profiles of Third Party Providers may be out of date at any given time, and we are under no obligation to update it, unless required to do so by law.

6. Policies and guidelines

You must comply with the policies and guidelines on our Site as applying from time to time.

7. Third party website

- (a) The Site may link to other websites, services, products or resources and they may contain links to the Site. In this regard:
 - (i) they are not under our control and are not maintained by us;
 - (ii) we are not responsible for them, and accept no responsibility for them or for any loss or damage that may arise from your use of them (notwithstanding anything else);
 - (iii) we only provide such links for your information and convenience;
 - (iv) we do not imply any endorsement of them or any association with their owners, operators or advertising material (as the context permits).
- (b) Your linking to or from this Site, or use of, or reliance on, such websites, resources, products or services is at your own risk. You should carefully review the terms and conditions and privacy policies of all off-Site pages and other websites or third party suppliers that you visit or transact with.

8. Linking to our Site

- (a) You may link to our homepage, provided you obtain our prior written consent. You can request our consent by sending us an email at info@mylifecapsule.com.
- (b) Your links must not damage our reputation or take advantage of it, and you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- (c) You must not establish a link from any website that is not owned by you.
- (d) The Site must not be framed on any other Site, and you may not create a link to any part of the Site other than the home page. We reserve the right to withdraw linking permission without notice.

9. Intellectual property

- (a) The following aspects of the Site and our social media pages are protected by copyright, trade mark and other intellectual property laws: information, text, materials, graphics, logos, button icons, images, video and audio clips, trade marks (whether registered or not), advertisements, layout, arrangement, graphical user interface, look and feel, databases and control features (collectively, **IP Content**).
- (b) We are the owner or the licensee of all intellectual property rights in the Site and the IP Content. When using Capsules you may upload legal documents, photographs, video, audio, digital memories, comments and articles (**Your Content**). You remain the owner of Your Content, provided, you grant us a worldwide, royalty free, irrevocable, perpetual, sublicensable licence to store, reproduce, display and use Your Content as necessary to operate the Site and provide our products and services.
- (c) Subject to clause 9(b), you may print off copies, and download extracts, of any pages from the Site for your personal reference.
- (d) You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any content separately from any accompanying text.
- (e) Any opinions, advice, statements, services, offers, or other information or content expressed or made available by visitors, users or third parties are those of the respective author, distributor or advertiser, and not us.
- (f) You must not use, copy, modify or reproduce any part of the materials or code on, or contained within, the Site, or any of our social media pages, for commercial purposes without obtaining an express licence to do so from us.
- (g) If you print off, copy or download any part of the Site or any of our social media pages in breach of these Terms:
 - (i) your right to use the Site and our social media pages will cease immediately; and
 - (ii) you must, at our discretion, return or destroy any copies of the materials you have made.
- (h) You acknowledge that we are not responsible or liable for the theft, deletion, destruction, damage, loss of or failure to store any of Your Content.

10. Liability

- (a) The IP Content displayed on or via the Site, our social media pages, any website linked to the profiles of Third Party Providers or any other links in relation to the products or services contained therein are provided 'as is' and without any guarantees, conditions or warranties as to their accuracy, completeness, timeliness, reliability, currency or fitness for purpose.
- (b) It is your responsibility to determine that the Site and the use of a Capsule:
 - (i) meets your personal needs; and
 - (ii) is suitable for the purposes for which it is used.

- (c) To the extent permitted by law, we, and our directors, officers, affiliates, employees, partners and representatives, exclude:
 - (i) all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity; and
 - (ii) any liability to you or any third person however arising (and whether arising under statute, in tort (for negligence or otherwise), breach of contract or otherwise, even if foreseeable) for:
 - (A) any loss of or damage to any property belonging to you or any third person, or personal injury or death to you or any third person;
 - (B) special, indirect or consequential loss or damage; or
 - (C) loss of income, revenue or profits, loss or interruption of business, loss of contracts, loss of anticipated savings, loss, damage or corruption of data or information, loss of use, loss or privacy, loss of goodwill, wasted management or office time, loss of opportunity or expectation loss, loss of production and for any other loss or damage of any kind, in any way connected with the Site, a Capsule, Your Content, the products or services, or in connection with the use, inability to use, or results of the use of the Site or a Capsule, any social media pages and website linked to it and any IP Content posted on, or via, the Site (or on, or via, our social media pages or any website linked to the profiles of Third Party Providers).
- (d) Without limitation to the foregoing, we acknowledge that the laws in certain jurisdictions including Australia may imply warranties and conditions, or impose obligations on the supply of goods and services through or by means of the Site which cannot be excluded, restricted or modified except to a limited extent.
- (e) If any such laws apply, then to the fullest extent permitted by the law of the relevant jurisdiction, and in the case of Australia to the extent permitted by the Competition and Consumer Act 2010 (Cth), our liability is limited, and if any liability remains it will be limited to any one or more of the following in our discretion:
 - (i) in the case of any products, the replacement or repair of the products, or the supply of equivalent products, or the payment of the cost of repairing or replacing the products or supplying equivalent products; and
 - (ii) in the case of any services, the supply of the services again or the payment of the cost of having the services supplied again.
- (f) Without limitation to the foregoing, you agree that in no event shall our maximum aggregate liability exceed \$500.
- (g) You indemnify us, and our directors, officers, affiliates, employees, partners and representatives, from and against all actions, claims, suits, demands, damages, liabilities or costs (including legal costs) arising from, as a result of, or which is directly or indirectly related to:
 - (i) the use of the Site, Your Content or a Capsule, our social media pages or any website linked to the profiles of Third Party Providers or any other products or services accessed via, or associated with, the Site (or our social media pages or any website linked to the profiles of Third Party Providers);
 - (ii) a breach of these Terms; or
 - (iii) an infringement of any rights of another, including privacy rights and intellectual property rights.

11. Customer support

- (a) You acknowledge that we have no obligation to provide you with customer support of any kind.
- (b) However, we will do our best to provide you with customer support from time to time, at our discretion, provided you submit your enquiries via the link in the Site or by email to info@mylifecapsule.com.

12. Viruses and hacking

- (a) You must not misuse the Site by introducing viruses, trojans, malware or other material, which is malicious or harmful.
- (b) You must not gain, or attempt to gain, unauthorised access to:
 - (i) the Site;
 - (ii) the server on which the Site is stored; or
 - (iii) any server, computer or database connected to the Site.
- (c) We will not be liable for any loss or damage caused by a virus, system failure or other harmful material that may infect your Capsule, computer equipment, computer programs, data or other proprietary material, due to your use of the Site or your downloading of any material or content posted on it, or on any website linked to it.
- (d) We recommend that all Internet users ensure they have up to date virus checking software installed.

13. Suspension and termination

- (a) We may, at our discretion, terminate, suspend or block your access to:
 - (i) your Capsule, or any Account or Password (whether chosen by you or allocated by us);
 - (ii) the Site (or our social media pages or any website linked to the profiles of Third Party Providers); and
 - (iii) any products and services offered on, or via the Site, our social media pages, or any website linked to the profiles of Third Party Providers.
- (b) Cause for such suspension or termination may include:
 - (i) breaches or violations of these Terms, our policies and guidelines (including our [Privacy Policy](#)), and any other agreements entered into between the parties;
 - (ii) requests by a court or law enforcement or other government agency or regulatory body;
 - (iii) discontinuance of the Site or any website linked to the Site (or any part of them); or
 - (iv) unexpected technical or security issues or problems.

- (c) You agree that all such suspensions or terminations shall be made at our discretion, and we will not be liable to you or any third party for any such suspension or termination.
 - (d) Unless termination arises as a result of clauses 13(b)(i) or (ii), we will endeavour to return your Information to you if your account is terminated.
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14. Force majeure

- (a) We shall not be responsible for any delay, suspension or failure to provide the Site (or any website linked to the Site) arising out of a Force Majeure Event.
 - (b) **Force Majeure Event** means an event or circumstance:
 - (i) that is beyond the reasonable control of a party;
 - (ii) which that party is not reasonably able to prevent or overcome; and
 - (iii) which prevents that party from performing a material obligation under these Terms,including, subject to satisfaction of the foregoing:
 - (iv) extreme weather events, fire, flood, explosion or natural disaster;
 - (v) acts of war, riots, terrorism or vandalism;
 - (vi) failure or shortage of supplies, equipment, materials or essential utility;
 - (vii) pandemic, epidemic or other widespread threat to human health (including an outbreak or recurrence);
 - (viii) computer hacking, internet interruption or virus or malicious damage;
 - (ix) strike, embargo or industrial disturbance;
 - (x) a change in applicable law.
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15. No waiver

- (a) A failure by us to:
 - (i) insist upon strict performance of your obligations under these Terms; or
 - (ii) exercise any of the rights and remedies we are entitled to under these Terms,at any time, will not constitute a waiver of such rights or remedies and it will not relieve you from compliance with your obligations.
- (b) If we waive a default, this does not constitute a waiver of any subsequent defaults.
- (c) No waiver is effective unless it is expressly stated by us to be a waiver and is communicated to you in writing.

16. Severability

- (a) If any court decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, that term will be severed from the remaining terms to the extent of the invalidity, unlawfulness or unenforceability.
 - (b) The rest of these Terms will continue to be valid, lawful and enforceable.
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17. Entire agreement

- (a) These Terms, our [Privacy Policy](#), and any documents referred to in them, constitute the entire agreement between the parties, and supersede all previous discussions, correspondence, negotiations, previous arrangements, understandings or agreements, between the parties relating to the subject matter.
 - (b) Each party acknowledges that, in entering into these Terms, neither of us relies on, and subsequently will have any remedies for, any representation or warranty that is not set out in these Terms.
 - (c) We may assign or sublicense any of our rights or obligations under these Terms at any time without obtaining your consent.
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18. Variations

- (a) We reserve the right, in our discretion, to change, modify, add or remove any part of these Terms, in whole or in part, at any time.
 - (b) Notification of the changes to these Terms will be posted on the Site. The changes will be effective immediately, unless expressed otherwise.
 - (c) It is your responsibility to periodically check these Terms for any changes. If you do not agree with any of the changes to these Terms, it is your sole responsibility to unsubscribe from the Site. Your continued use of the Site will be deemed as your acceptance.
 - (d) If you do not agree with or accept any variation or modification to these Terms, please notify us and we will provide you with an opportunity to export your Information and delete your Account.
 - (e) The current version of these Terms is always available on our Site.
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19. Relationship

No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship, is intended or created between you and us by these Terms.

20. Governing law

These Terms are governed by the laws of Victoria Australia and each party submits to the exclusive jurisdiction of the courts of Victoria, Australia.