

End-User Licence Agreement

We (MentorKey Pty Ltd ACN 651 050 029 of Level 19, 25 Martin Place, Sydney NSW 2000) are the owners of the MentorKey software, including all associated media, printed materials and online or electronic documentation (Software). The Software is licenced to you, not sold to you. This End-User Licence Agreement (EULA) is a legally binding agreement between you, as an individual or entity (as licensee) and us, MentorKey (as licensor) that includes terms that limit your legal rights and our liability to you and will govern all access to and use of the Software. By accessing the Software, you agree to be bound by the terms of this EULA. If you do not agree to this EULA, do not use the Software. You agree that your use of the Software signifies that you have read, understood, and agree to be bound by this EULA.

1. Licence

You are granted a royalty-free, revocable, non-transferable, non-exclusive and limited licence (Licence) strictly in accordance with the terms of this EULA to use the Software (including any upgrades provided by us from time to time) for your own personal use.

2. Ownership

Title, ownership and all rights (including without limitation intellectual property rights) in and to the Software will remain with us.

Unless you have our prior written permission, you may not use any name, logo, tagline or other mark of ours or the Software or any identifier or tag generated by the Software, including without limitation as a hypertext link to any website or other location (except as provided for or enabled by us) or to imply identification with us an employee, contractor, agent or other similar representative capacity. You also agree not to remove or alter any of these items as we may have provided or enabled.

Except for those rights expressly granted in this EULA, no other rights are granted, whether express or implied.

3. Limitations on use

You understand and agree that you will only use the Software in a manner that complies with any and all applicable laws in the jurisdiction in which you use the Software. Your use must be in accordance with all applicable restrictions concerning privacy and intellectual property rights.

You must not:

- (a) assign your rights and obligations under this EULA, or redistribute, encumber, sell, rent, lease, sublicense or otherwise transfer your rights to the Software;
- (b) share the Licence, or contents of the Software, with others;
- (c) alter, translate, decompile, reverse engineer, disassemble or otherwise attempt to derive the source code for the Software;
- (d) modify the Software, create derivative works based on the Software or use the Software to develop anything having the same primary function as the Software;

- (e) broadcast, transmit or otherwise display in a public forum or any venue not restricted to you, the Software or any part of the Software;
- (f) post the Software or part of the Software on any website;
- (g) copy any part of the Software;
- (h) use the Software for any illegal or unlawful purpose, in breach of this EULA or in any way **that damages or impedes any other person's use** of the Software; or
- (i) gather factual content or any other portion of the Software by any automated means, including but not limited to database scraping or screen scraping.

4. Username and password

You must keep your username and password secure, and you must not disclose those details to any other person. You may not transfer your access rights to another person.

You are solely responsible for the consequences of any use of your username and password by third parties, regardless of whether that use is authorised.

If you believe that your username and password are being used by someone else, please contact us immediately.

5. Information and materials you post or provide

You must ensure that:

- (a) you have all right, title and interest to any text, images, videos, files or other materials you post on the Software or provide to us (Materials), including but not limited to any consent, release, or licence from any third party necessary for you to provide, post, upload, input or submit the Materials;
- (b) posting Materials does not violate or constitute the infringement of third party privacy rights, publicity rights, moral rights or any other intellectual property rights recognised by any applicable law of any person or entity or otherwise constitute the breach of any agreement with any other person or entity;
- (c) you do not submit any false or inaccurate information;
- (d) the Materials do not contain any threatening, harassing, libellous, false, defamatory, offensive,

obscene or pornographic material or other material that would violate any other applicable law or regulation and you agree that you will not knowingly or with intent to defraud provide material or misleading information; and

- (e) any Materials you supply do not violate this EULA.

6. Updates and errors

We will provide updates and maintenance on an as-needed basis.

The Software may contain typographical errors or other errors or inaccuracies and may not be complete or current. We reserve the right to correct any errors, inaccuracies or omissions and to change or update the Software at any time without prior notice. We do not guarantee that any errors, inaccuracies or omissions will be corrected.

7. Your Privacy

We may collect, use and disclose your personal information for the purposes of facilitating, managing and controlling your access and use of the Software.

If you are participating in a mentoring program, some of the personal information you provide will be shared with other people (such as your mentor or mentee and the program administrator). When you use the Software, you will be able to control which parts of your personal information will be accessible to your mentor or mentee.

By using the Software, you consent to us collecting, storing, disclosing and handling your personal information for any purpose reasonably connected with the purpose of your use of the Software (being your participation in a mentoring program).

The Software may contain elements that are powered by artificial intelligence, including chatbots. Consequently, when you enter personal information or interact with the Software, your personal information may be exposed to that artificial intelligence. By using the Software, you will be taken to have agreed to this exposure.

You can read more about the types of personal information we collect, and how we collect, store, use and disclose that information, in our privacy policy [#here](#).

8. Privacy of Others

If you use the Software as a mentor, mentee, program administrator or other stakeholder in a mentoring program, you may be exposed to personal information that belongs to other people.

You must respect the confidentiality of that personal information and you must not disclose any of that information to anyone else without the prior written consent of the person to whom that information belongs.

You must not do anything that would cause us to breach our obligations concerning privacy or data

protection. You can read more about how we deal with privacy in our privacy policy, [#here](#).

9. Links to third-party website

Any links on the Software to third party websites are provided solely as a convenience to you. If you use these links, you will be directed away from the Software. Such links do not constitute or imply an endorsement, sponsorship or recommendation by us of the third party, the third party website or the information there. We are not responsible or liable for any such website, their availability or any content contained on them.

10. Downloading files

We cannot and do not guarantee or warrant that files available for downloading through the Software will be free of infection by software viruses or other harmful computer code, files or programs. You will bear the sole risk of any harm that arises from files you download through the Software.

11. No support

We have no obligation to provide you with technical support in connection with the Software, or to continue providing or updating any of the Software. We do not provide any guarantee as to the ongoing reliability or availability of the Software.

12. Indemnity

You will indemnify us, our directors, officers, employees, agents and contractors against any liability, loss, damage, cost or expense in connection with your use of the Software, including any breach by you of this EULA.

13. No warranties and limited liability

13.1 Australian Consumer Law

Provisions of the *Competition and Consumer Act 2010* (Cth) and other laws in force from time to time in Australia (Australian Consumer Law) may imply guarantees, warranties, conditions, and impose obligations on us and our subsidiaries, affiliates and suppliers (Implied Terms). If these Implied Terms apply, our liability will be limited at our option to the resupply, repair or replacement of the Software or the cost of such resupply, repair or replacement, to the extent permitted by law.

Subject to the Implied Terms, we do not warrant that the functions contained in the Software will meet any requirements or needs you may have, or that the Software will operate error free, or in an uninterrupted manner, or that any defects or errors will be corrected, or that the Software is fully compatible with any particular platform. We do not warrant that the Software is free of infection by software viruses or other harmful computer code, files or programs. We will not have any liability to you in respect of any unauthorised use or disclosure of your personal information (except for any deliberate,

unauthorised use or disclosure by us). The Software is offered on an “as is” basis and all representations, guarantees, conditions and warranties of any nature are expressly excluded. You acknowledge and agree that the use of the Software is at your sole risk. Accordingly, you accept any risk arising out of the use or performance of the Software.

Nothing in this clause 13.1 excludes, restricts or modifies your rights under an Implied Term.

13.2 No consequential loss

Subject to any Implied Term, we (and our directors, officers, employees or agents) will not be liable to you or any other party for indirect, consequential, special, incidental, punitive or exemplary damages of any kind (including loss of revenue, loss of profits, loss of data or business interruption) arising in connection with this EULA, the Software or support services (if any) for the Software. This applies regardless of how the liability arises (for example, whether it arises under this EULA or otherwise), including in circumstances involving negligence.

13.3 Limitation of liability and remedies

To the extent that:

- (a) our liability is not otherwise limited at law, our maximum aggregate liability to you in connection with the Software or this EULA is \$1.00; and
- (b) any law limits our ability to disclaim any implied warranties, this disclaimer will be effective to the maximum extent permitted.

14. Termination

Without prejudice to any other rights, we may terminate this EULA at any time for any reason including if you fail to comply with the terms and conditions of this EULA. If this occurs, we may immediately disable your access to the Software and you must immediately stop using the Software. Clause 3 (Limitations on use) and this clause 14 will survive termination of this EULA.

15. Changes to this EULA

We may change this EULA at any time, without notice. Your continued use of the Software is subject to the EULA as it exists at each date you access and use the Software.

16. Miscellaneous

This EULA contains the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements and understanding between the parties in connection with it.

If any provision of this EULA is held by a court of competent jurisdiction to be illegal, invalid or unenforceable in any respect under the law of any jurisdiction, then that provision will (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this EULA but without invalidating any of the remaining provisions of this EULA. Any provision of this EULA held invalid or

unenforceable only in part or degree will remain in full force and effect to the extent that it is not held invalid or unenforceable.

No failure or delay by any party in exercising any right conferred under this EULA operates as a waiver of the right.

Any present or future legislation which operates to vary an obligation or right, power or remedy of a person in connection with this EULA is excluded except to the extent that its exclusion is prohibited or rendered ineffective by law.

This EULA must be construed and interpreted in accordance with the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of the Courts of New South Wales.

17. Last update to this EULA

This EULA was last updated on 14 June 2025.