



## Meeteorite™ Terms and Conditions of Use

The SHIFT Productivity Co. Pty Ltd Trading As Meeteorite™ (“**Meeteorite**”), has created this website (the “**Website**” or the “**Site**”) to provide an online software platform designed to help improve meeting productivity and workforce accountability.

To assist you in using the Website and associated Services, and to ensure a clear understanding of the relationship arising from your use of the Website and participation in these Services, we have created (i) these Terms and Conditions of Use (the “**Terms**”) and (ii) a Privacy Policy. Our Privacy Policy explains how we treat information you provide to us through the Site, and our Terms govern your use of our Site, our Meeteorite Software and participation in our Services. Our Terms and Privacy Policy apply to any visitor to the Website (collectively, “**you**”), including (i) casual visitors to our Site, who do not participate in the Services (“**Site Visitors**”), (ii) individuals who visit the Website to use our meeting productivity software platform, and otherwise participate in the Services (“**Registered Users**”). The terms “**Meeteorite**,” “**we**” and “**us**” refer to The SHIFT Productivity Co. Pty Ltd Trading As Meeteorite™.

**PLEASE READ THIS DOCUMENT CAREFULLY BEFORE YOU ACCESS OR USE THE WEBSITE. BY ACCESSING OR REGISTERING WITH THE WEBSITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, PLEASE DO NOT ACCESS OUR WEBSITE OR REGISTER TO PARTICIPATE IN OUR SERVICES.**

**1. Your Agreement.** These Terms govern (i) your use of the Website, (ii) your receipt of and participation in Meeteorite’s Services offered through the Website, (iii) your provision of information, e.g., scheduling and project-related information (“**User Content** ”); and (iv) your use of information obtained through the Website, including (a) information, software, artwork, text, video, audio, pictures, content, trademarks, trade dress, and other intellectual property owned by Meeteorite or its licensors and made available to you through the Website (“**Meeteorite Content**”), and (b) User Content, as applicable. Please read these Terms carefully; they impose legal obligations on you and on Meeteorite, and establish our legal relationship. By using the Services or accessing our Website, you are acknowledging that you have read and understood these Terms and agree to be legally bound by them.

While you can visit the Website and review a range of information about Meeteorite and our Services without registering, to participate in the Services, and to obtain access to certain other materials or information available through the Website, we ask that you become a Registered User.

In addition, if you become a Registered User, during the registration process for your password (and from time to time as we may require) you may be prompted to click/check an "I Accept" button/box, which further confirms your agreement to be legally bound by these Terms.

**2. Our Services: Overview.** The Website is designed to provide a user-friendly platform where Registered Users can access and use our Meeteorite meeting productivity software platform and related services (the “**Services**” or “**Meeteorite Software**”). The Meeteorite Software enables Registered Users to set-up, facilitate and manage meetings and their outcomes, improving meeting productivity and workforce accountability. Registered Users may be able to (i) create a meeting and invite participants, (ii) create an agenda, (iii) allocate meeting time to each agenda item, (iv) assign

action items to meeting participants, and (v) track progress and completion of the action items following conclusion of the meeting. Registered Users may be able to create different types of meetings: (i) DART meetings for everyday meetings with multiple agenda items, (ii) WIP meetings for recurring project meetings with project items that need to be progressed, and (iii) SHIFT meetings for strategic business challenges that need to be resolved.

### **3. Obtaining a Password; Use of Your Password**

**3.1. Registered User Acting in a Representative Capacity.** If you are agreeing to our Terms and Conditions of Use and Privacy Policy on behalf of a company or other legal entity ("**Your Organization**"), then (i) you represent and warrant that you have authority to act on behalf of, and to bind Your Organization and (ii) for all purposes in these Terms and the Privacy Policy, the term "you" means Your Organization on whose behalf you are acting.

**3.2. Protecting Your Password.** We may make certain areas of the Website accessible only to users that have a password. If we do so, and if you obtain a password, please keep in mind that we will treat anyone who uses your user name and password as "you." We will provide this user with all of the rights and privileges that we provide to you, and we will hold you responsible for the activities of a person using your password. Therefore, we recommend that you maintain your user name and password in confidence, and that you refrain from disclosing this information to anyone who might "pretend" to be you with respect to the Website and your participation in the Services. We also ask that you notify us immediately if you suspect that someone is using your user name and/or password in this or any inappropriate manner.

### **4. Grant of Rights to Registered Users**

**4.1. Grant of Rights to Registered Users.** Subject to Your compliance with these Terms, you are granted a limited, non-exclusive, non-transferable, worldwide right to access, execute, display, perform, and otherwise use Meeteorite Software solely for Your/Your Organization's internal business purposes, provided that you shall not (i) license, sublicense, sell, resell, distribute or otherwise commercially exploit the Meeteorite Software to any party other than Your Organization's individual users; (ii) modify or make derivative works based upon the Meeteorite Software; or (iii) reverse engineer, reverse compile, or access the Meeteorite Software in order to build a competitive product or service. You may enter and/or upload information related to You and your preferences related to the scheduling and conduct of meetings for participation in the Services ("**Your User Record**"). You may access, view, update or otherwise modify Your User Record through your password-protected access to the Website. You may not access, view or modify the User Records of other Registered Users. You may access and view certain other password-protected areas, for use solely in conjunction with the Meeteorite Software and Services and as provided in these Terms, and you may not modify, copy, distribute, or otherwise use the Meeteorite Content or Services available on the Website.

**4.2. Duration of Rights.** You will continue to enjoy Your rights under Section 4.1 (Grant of Rights to Registered Users) for as long as you are a Registered User, unless Your password is revoked or suspended for misconduct, as set out in Section 8 (Monitoring; Revocation or Suspension of Use Privileges).

**5. Ownership; Reservation of Rights .**The information, software, artwork, text, video, audio, pictures, trademarks, trade dress, and other intellectual property embodied in the Services or the Meeteorite Content, are the proprietary property of Meeteorite and its licensors, and are protected by U.S. and international copyright and other intellectual property laws, or are used under the principles of fair use. Meeteorite and its licensors retain all rights with respect to the Services and the Meeteorite Content except those expressly granted to you in these Terms. You agree not to

duplicate, publish, display, distribute, modify, or create derivative works from the material presented through the software, the Website and/or through the Services unless specifically authorized in writing by Meeteorite.

## **6. Registered User Grant of Rights**

**6.1. Grant of Rights to Meeteorite in User Content.** By submitting User Content for participation in the Services and use of the Meeteorite Software by completing our scheduling templates, uploading files, or otherwise (if such features are available to you), you grant Meeteorite the right to use, copy, reformat, index, modify, display, and distribute your User Content for the purposes of providing our Services. No compensation will be paid with respect to Meeteorite's use of your User Content under this grant.

**6.2. Registered User Grant of Rights to Authorized Registered Users.** By uploading User Content, you grant other Registered Users within Your Organization or who have otherwise been invited by you to view your User Content ("**Authorized Registered Users**") the right to copy and use your User Content solely in conjunction with participation in the Services and for any additional purposes you may separately authorize. No compensation will be paid with respect to Authorized Registered Users' use of your User Content under this grant.

**6.3. Registered User Comments/Feedback.** Our Website allows Registered Users to provide comments or feedback regarding our Website, the Meeteorite Software and our Services. By providing comments/feedback, you grant us the right to use your comments and feedback for the purposes of improving the Website, the Meeteorite Software and our Services.

**6.4. Rights/Permissions You Must Have in Your Submitted Content.** In submitting User Content, you warrant that you have sufficient authority and rights to post such Content, and provide these use rights.

**6.5. Right to Decline Submitted Content.** We expressly reserve the right to refuse to use (or to disable) any User Content that we conclude, in our sole discretion, violates these Terms or our Privacy Policy, or is incompatible with the purposes of the Website.

**7. Code of Conduct.** As a condition to your use of the Website and the Services, you agree to follow our Code of Conduct, set out below. Under this Code, you will not:

- Upload, email or otherwise transmit any images or other User Content that is unlawful, obscene, harmful, hateful, invade the privacy of any third party, contain nudity or pornography, or are otherwise objectionable.
- Disseminate materials that impact or invade the privacy of others, such as photographs, video clips, sound recordings, personally identifiable information, or other materials that reveal personal, private or sensitive information about another person, without that person's consent.
- Submit material that is intentionally false, defamatory, unlawfully threatening, or unlawfully harassing.
- Infringe any third party's copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy. Electronic materials – such as music, videos, games, images, and text in electronic form -- can easily be copied, modified and sent over networks (such as the Internet). These electronic materials are thus extremely vulnerable to unauthorized distribution and copyright infringement. These materials may not be

transmitted over the Website without the copyright owner's permission, or without a legitimate "fair use" justification for the transmittal.

- Transmit materials that contain any viruses, Trojan horses, worms, time bombs, cancelbots, or other computer-programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information.
- Use the Website to artificially generate traffic or page links to a website or for any other purpose not expressly allowed under these Terms.
- Use the Website in a manner that could disable, overburden, or impair the Website, Meeteorite Software, or Services or interfere with any other party's use and enjoyment of the Website, Meeteorite Software, and Services, such as through sending "spam" email.
- Use the Website or Meeteorite Software to test or reverse engineer the Website in order to find limitations, vulnerabilities or to evade filtering capabilities.
- Seek to obtain access to any materials or information through "hacking," "data harvesting," or through other means we have not intentionally made available to you through the Website.
- Use the Website or Meeteorite Software for any purpose that is unlawful or prohibited by these Terms. For example, you will not use the Website to violate any law, statute, or regulation (including, without limitation, those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising).

**8. Monitoring; Revocation or Suspension of Use Privileges.** We reserve the right at any time to (i) monitor your use of the Website and/or Meeteorite Software, and (ii) terminate or suspend your use of some or all of the Meeteorite Software Services if you engage in activities that we conclude, in our discretion, breach our Code of Conduct or otherwise violate these Terms or our Privacy Policy. Although we have no – and assume no -- obligation to monitor activities on the Website and the Meeteorite Software, please understand that we may employ filters designed to detect and block inappropriate content under this Code of Conduct. We reserve the right to request edits to remove any information or materials, in whole or in part, that we believe, in our sole discretion, are incompatible with our Code of Conduct.

Users should also understand that our Code of Conduct is based in many instances on principles of applicable law. Users who violate our Code of Conduct accordingly may be exposed under these laws to criminal charges, and civil liability to harmed parties for compensatory damages and attorney's fees. Meeteorite reserves the right at all times to disclose information it deems necessary to satisfy any applicable law, regulation, legal process, or governmental request, consistent with its Privacy Policy.

**9. Links to Third-Party Sites.** The Website may also contain links or produce search results that reference links to third party websites (collectively "**Linked Sites**"). Meeteorite has no control over these Linked Sites or their content and does not assume responsibility or liability for any content, opinions, or materials available on Linked Sites. Meeteorite does not endorse the content of any Linked Site, nor does Meeteorite warrant that a Linked Site will be free of computer viruses or other harmful code that can impact your computer or other web-access device. By using the Website to search for or link to another site, you agree and understand that such use is at your own risk.

**10. User Disputes.** You are solely responsible for your interaction with other Registered Users, both online or offline. We have no obligation to become involved in disputes between Registered Users. If you have a dispute with one or more Registered Users, you release Meeteorite (and our officers, directors, agents, employees, subsidiaries, and affiliates) from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such dispute.

**11. Maintenance and Support.** Technical support for the Meeteorite Software and Services may be accessed via email or other contact information provided on the Website.

**11.1. Payment and Taxes.** You agree to pay all applicable fees and other charges for Meeteorite Software and Services you acquire. Unless prepaid, all fees and charges are payable in U.S. dollars and are due net thirty (30) days from the date of invoice. Meeteorite may charge a late fee of 1.5% per month or the maximum rate allowable by law, whichever is greater, on any balance remaining unpaid for more than thirty (30) days. Prices are exclusive of all applicable taxes. You agree to pay all taxes (including but not limited to sales, use, excise, and value-added taxes), tariffs, duties, customs fees or similar charges imposed or levied on all Software and Services you acquire, with the exception of taxes on Meeteorite's net income.

**12. Warranty Disclaimer.** MEETEORITE DOES NOT PROMISE THAT THE WEBSITE, MEETEORITE SOFTWARE OR SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT THE MEETEORITE SOFTWARE WILL PROVIDE SPECIFIC RESULTS FROM YOUR PARTICIPATION IN THE SERVICES OR YOUR USE OF ANY CONTENT, SEARCH, OR LINK ON IT. THE WEBSITE, MEETEORITE SOFTWARE, AND ALL SERVICES AND CONTENT WITHIN IT ARE DELIVERED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WHEN YOU ACCESS THE WEBSITE AND MEETEORITE SOFTWARE, YOU DO SO AT YOUR OWN RISK. MEETEORITE DOES NOT WARRANT OR REPRESENT THAT MATERIALS YOU DOWNLOAD FROM MEETEORITE SITE WILL BE FREE OF VIRUSES OR OTHER HARMFUL FEATURES.

MEETEORITE DISCLAIMS (i) ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (ii) ANY RESPONSIBILITY OR LIABILITY FOR THE ACCURACY, CONTENT, COMPLETENESS, OR LEGALITY OF INFORMATION AVAILABLE THROUGH THE WEBSITE AND/OR MEETEORITE SOFTWARE; AND (iii) ANY RESPONSIBILITY OR LIABILITY FOR HARM RESULTING FROM DOWNLOADING OR ACCESSING INFORMATION THROUGH THE WEBSITE OR MEETEORITE SOFTWARE, INCLUDING HARM CAUSED BY VIRUSES OR SIMILAR DESTRUCTIVE FEATURES. YOU EXPRESSLY AGREE THAT USE OF THE MEETEORITE WEBSITE, MEETEORITE SOFTWARE AND RELATED SERVICES AND CONTENT IS AT YOUR SOLE RISK.

**13. Limitation of Liability.** UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, TORT, OR NEGLIGENCE, WILL MEETEORITE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) THAT ARISE OUT OF OR ARE RELATED TO YOUR USE OF THE MEETEORITE WEBSITE, MEETEORITE SOFTWARE AND RELATED SERVICES AND CONTENT.

**14. Indemnity.** You agree to defend, indemnify, and hold Meeteorite and its subsidiaries, affiliates, officers, directors, agents, and employees harmless from any liability to third parties, including reasonable attorneys' fees, arising from or related to your breach of these Terms.

**15. Contact for Alleged Copyright Infringement.** Meeteorite respects the intellectual property rights of others and requires that its users do the same. If you believe that Content on the Website or other activity taking place on the Website constitutes infringement of a work protected by copyright (a "**Work**"), please notify our agent, designated under the Digital Millennium Copyright Act (17 U.S.C. §512) (the "**DMCA**") to respond to such concerns, as follows: [info@meeteorite.com](mailto:info@meeteorite.com)

Your notice must comply with the DMCA. Upon receipt of a compliant notice, we will respond and proceed in accordance with the DMCA.

**16. Modifications to these Terms.** We may modify and change these Terms over time. We will not "retroactively" change these Terms, and any modifications we make shall take effect proactively, once you next access the Website. Please feel free to print out a copy of these Terms for your records.

**17. Assignment.** These Terms shall not be assignable by you, either in whole or in part. Meeteorite reserves the right to assign its rights and obligations under these Terms.

**18. General.** These Terms shall be governed in all respects by the laws of the Commonwealth of Massachusetts without giving effect to its conflicts of law provisions. Both parties submit to the personal jurisdiction of and venue in the state and federal courts in the Commonwealth of Massachusetts in the judicial district where Meeteorite has its principal place of business. The parties further agree that any cause of action arising under these Terms or our Privacy Policy shall exclusively be brought in such courts. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe, or describe the scope or extent of such section. Meeteorite's failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches. This agreement and the terms and conditions contained herein set forth the entire understanding and agreement between Meeteorite and you with respect to the subject matter hereof and supersede any prior or contemporaneous understanding, whether written or oral.

**19. Survival.** The following provisions shall survive the termination of these Terms and shall apply indefinitely:

- Section 5 (Ownership; Reservation of Rights)
- Section 11 (Warranty Disclaimer)
- Section 13 (Limitation of Liability)
- Section 14 (Indemnity)
- Section 17 (Assignment)
- Section 18 (General)
- Section 19 (Survival)

**20. Relationship to Privacy Policy and Other Contracts.** These Terms must be read in conjunction (i) with other agreements into which you may enter concerning the Meeteorite Software, and (ii) with our Privacy Policy. The provisions of our Privacy Policy are incorporated herein. To the extent these Terms conflict with the terms of our Privacy Policy, the terms of our Privacy Policy will control. Similarly to the extent these Terms conflict with the terms and conditions of any specific agreement you enter with us, the terms and conditions of such specific agreement will control.

**21. Contact Us.** If you have any questions about these Terms, the practices of this Site, or your dealings with this Website, please contact us at:

You may contact us, for any reason, by e-mail as follows:  
[info@meeteorite.com](mailto:info@meeteorite.com)

**Effective Date:** The effective date of these Terms and Conditions is 18<sup>th</sup> February 2013.

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