

Shaded Solutions® Technology

Jade – Terms & Conditions of Use

May 2021

Acceptance

Welcome to the Jade online awards portal (“**Jade**”). The Epic Team Pty Limited trading as Shaded Solutions Technology and/or its affiliates (“**Shaded Solutions Technology**”) provides Jade to you subject to the following terms and conditions of use (“**T&C**”). **By visiting and/or using Jade, you agree to abide by and accept the T&C.** Please read them carefully. In addition, when you use any current or future Shaded Solutions Technology services, content or other materials, you also will be subject to these T&C or other agreement governing your use of our services (the “**Agreement**”).

Use of the Services

To use Jade you must first register. During registration you will need to provide your contact details this includes your email address and a password (collectively “Account Data”). These will be transmitted to Shaded Solutions Technology servers using Secure Socket Layers (SSL) technology to encrypt them during transit. Your password will be stored on our servers in an encrypted form called a hash. This form of encryption disguises your password on the server, but still allows us to authenticate you when you sign into Jade. You will also create a security question. The security question is stored on our server so you can reset your password if you forget it.

You may use Jade only for purposes that are permitted by (i) the T&C and (ii) the laws and regulations in your state and country and any other laws and regulations that apply to your use of Jade (including any laws regarding the export of data or software to and from Australia or other relevant countries).

You agree not to:

- engage in any activity that interferes with or disrupts Jade (or the servers and networks that are connected to Jade),
- trade or resell Jade for any purpose, unless you have been specifically permitted to do so in writing by Shaded Solutions Technology, or
- access (or attempt to access) Jade by any means other than the official Jade website (this is with the *.shadedolutions.com.au URL), unless you have been specifically allowed to do so in writing by Shaded Solutions Technology.

Proprietary Rights

Shaded Solutions Technology does not grant to you any intellectual property rights in Jade that are not specifically stated in this T&C. For example, this T&C does not





provide the right to use any of Shaded Solutions Technology copyrights, trade names, trademarks, service marks, logos, domain names, or other distinctive brand features.

“User Data” is the digital content stored on, manipulated, and transmitted to and from Shaded Solutions Technology servers by means of your use of Jade. Examples of User Data include your contact details, browser information, geolocation and content submitted through your use of Jade. You own your User Data but you give Shaded Solutions Technology and its designated agents a license to store, transmit, reproduce, modify, encrypt, and otherwise manipulate it as necessary to provide Jade.

Your Acknowledgments

You also acknowledge and agree that:

- you will only use Jade to access your own account and User Data,
- User Data may be sent outside your country of residence,
- Shaded Solutions Technology has the right to manage Jade in a manner designed to protect the rights and property of Shaded Solutions Technology and others and to facilitate the proper functioning of Jade, including disabling your account if necessary, and
- Shaded Solutions Technology may discontinue or change Jade at its discretion without liability. If we discontinue or change Jade, we will announce it through the Shaded Solutions Technology website.

Transmission of User Data and Other Content

You understand and agree that Shaded Solutions Technology, in performing the required technical steps to provide Jade, may (i) transmit or distribute your User Data over various public networks and in various media; and (ii) make such changes to User Data as are necessary to conform and adapt that User Data to the technical requirements of connecting networks, devices, services or media. Provided you are using an Internet Browser and contacted directly with Jade by the HTTPS prefix connection, during any such transmission, your User Data and Account Data will be sent via SSL.

Users may submit reviews, comments and other content; and submit suggestions, ideas, comments, questions, or other information, so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of “spam.” You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of a card or other content. Shaded Solutions Technology reserves the right (but not the obligation) to remove or edit such content, but does not regularly review submitted content. If you do submit content or submit material, and unless we indicate otherwise, you grant Shaded Solutions Technology a nonexclusive, royalty-free, perpetual,





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You and third parties may be permitted to upload certain data, text, audio, video, images or other content ("Third Party Content") to Jade. You acknowledge that (a) Shaded Solutions Technology has not tested or screened Third Party Content, (b) you use any Third Party Content is at your sole risk, and (c) Third Party Content may be subject to separate license terms as determined by the person submitting such content.

You represent and warrant that you own or otherwise control all of the rights to the content, including any Third Party Content, that you submit; that the content is accurate; that use of the content you supply does not violate this policy and will not cause injury to any person or entity; and that you will indemnify Shaded Solutions Technology for all claims resulting from content you supply. Shaded Solutions Technology has the right but not the obligation to monitor and edit or remove any activity or content. Shaded Solutions Technology takes no responsibility and assumes no liability for any content submitted by you or any third party.

Updates to the Terms

Shaded Solutions Technology may update this T&C from time to time, for example to address a new feature of Jade or to clarify a provision. The updated T&C will be posted on Jade. Your continued use of Jade after the effective date of such changes constitutes your acceptance of such changes. To make your review more convenient, we will post an effective date at the top of this page. These terms may not be modified or cancelled without written agreement from Shaded Solutions Technology Director or General Manager

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Miscellaneous

This T&C constitutes the entire agreement between you and Shaded Solutions Technology concerning Jade. These terms are governed by the laws of the state of New South Wales, Australia. If any portion of these terms is held to be invalid or unenforceable, the remaining portions will remain in full force and effect. In the event of a conflict between a translated version of these terms and the English language version, the English language version shall control.

Any dispute relating in any way to your visit to Jade or to services provided by Shaded Solutions Technology or through the Jade in which the aggregate total claim for relief sought on behalf of one or more parties exceeds \$500 shall be adjudicated in any state or federal court in New South Wales, Australia, and you consent to exclusive jurisdiction and venue in such courts.

