End User Licence Agreement

Effective Date: 27/6/24

Vyro Pty Ltd ("Vyro", "we", "our", or "us") provides software services subject to the terms and conditions outlined in this End User Licence Agreement ("Agreement"). By accessing or using our services, you ("End User", "you", or "your") agree to be bound by this Agreement.

1. Licence Grant

Vyro grants you a limited, non-exclusive, non-transferable, revocable licence to access and use our software services for your personal or internal business purposes, strictly in accordance with this Agreement.

2. Restrictions

You agree not to:

a. Modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products, or services obtained from the software services. b. Reverse engineer, decompile, or disassemble any portion of the software services. c. Use the software services in any manner that could damage, disable, overburden, or impair Vyro's servers or networks. d. Use the software services to infringe on any third party's rights, including intellectual property rights and privacy rights.

3. Ownership

All rights, title, and interest in and to the software services, including all intellectual property rights, are and will remain the exclusive property of Vyro and its licensors. This Agreement does not grant you any rights to use Vyro's trademarks, logos, domain names, or other brand features.

4. Privacy

Your use of the software services is also governed by our Privacy Policy, which can be found <u>here</u>. By using our services, you consent to the collection and use of your information as outlined in the Privacy Policy.

5. Updates and Modifications

Vyro may provide updates, upgrades, or modifications to the software services from time to time. Such updates, upgrades, or modifications shall be subject to the terms of this Agreement unless otherwise specified.

6. Termination

Vyro may terminate or suspend your access to the software services at any time, with or without notice, for conduct that Vyro believes violates this Agreement or is harmful to other users of the software services, Vyro, or third parties, or for any other reason.

7. Limitation of Liability

To the maximum extent permitted by applicable law, Vyro and its affiliates, licensors, and service providers shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from your use or inability to use the software services.

8. Disclaimer of Warranties

The software services are provided "as is" and "as available" without any warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Vyro does not warrant that the software services will be uninterrupted or error-free, that defects will be corrected, or that the software services are free of viruses or other harmful components.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the state of New South Wales, Australia, without regard to its conflict of law principles. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in New South Wales, Australia, and the parties hereby consent to the personal jurisdiction and venue therein.

10. Changes to the Agreement

Vyro reserves the right to modify this Agreement at any time. We will notify you of any changes by posting the new Agreement on our website. Your continued use of the software services following the posting of changes will constitute your acceptance of such changes.

11. Contact Information

If you have any questions about this Agreement, please contact us at:

By email: support@vyro.co