



R J HILL LABORATORIES LIMITED
(Trading as Hill Laboratories)
APPLICATION END-USER LICENCE AGREEMENT ("EULA")

IMPORTANT: PLEASE READ THE TERMS AND CONDITIONS OF THIS LICENCE AGREEMENT CAREFULLY BEFORE CONTINUING. BY DOWNLOADING, INSTALLING OR USING A R J HILL LABORATORIES LIMITED APPLICATION YOU AGREE TO BE BOUND BY THIS LICENCE AGREEMENT.

1. GENERAL

- 1.1 These terms form an End-User License Agreement ("EULA") which is a legal agreement between either an individual or a single entity ("you") and R J Hill Laboratories Limited ("Hills", "us", "we" or "our") for the use of Hills applications on any device, mobile or otherwise, that are compatible with those applications ("device"), including associated software components, media, printed materials, and online or electronic documentation ("Hills App"). Any reference in this EULA to the Hills App must be read as including a reference to data, information and content made available through the Hills App.
- 1.2 By downloading, installing, copying, or otherwise using the Hills App, you agree to be bound by the terms of this EULA.
- 1.3 From time to time, Hills may need to amend the EULA by changing or removing existing terms or by adding new ones. You can view the most current EULA on the Hills App. Hills will make every effort to communicate any significant changes to you via email or notification via the Hills App. Your continued use of the Hills App will be deemed acceptance of the most current EULA.
- 1.4 Hills (and its licensors) own all intellectual property rights in the Hills App. The Hills App is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Hills App is not sold to you – it is licensed on the terms and conditions of this EULA only.
- 1.5 You must ensure that you use the latest version of the Hills App.

2. GRANT OF LICENCE

- 2.1 The Hills APP is licensed as follows:
- 2.2 Hills grants you the right to download, install and use the Hills App on any device you own or control. This licence does not allow you to use the Hills App on any device that you do not own or control, and you may not distribute or make the Hills App available to any third party, including, but not limited to, over a network where it could be used by multiple devices or persons at the same time. The terms of the EULA will govern any upgrades provided that Hills replace and/or supplement the then current Hills

App, unless such upgrade is accompanied by a separate licence in which case the terms of that licence will apply.

3. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

3.1 Maintenance of Notices

You must not remove or alter any copyright or other notices on the Hills App.

3.2 Distribution

You must not distribute copies of the hills App to third parties, including, but not limited to making available any data, content or other information from the Hills App to any third party; or renting, leasing, lending, sublicensing or otherwise making available the Hills App to any third party.

3.3 Prohibition on Reverse Engineering and Disassembly

You must not reverse engineer, decompile, or disassemble the Hills App, except and only to the extent that such activity is expressly permitted by applicable law.

3.4 Compliance with Applicable Laws

You must comply with all applicable laws regarding use of the Hills App. Without limiting the previous sentence. You must not use the Hills App for any immoral, illegal or other purpose which Hills determines to be threatening, abusive or harmful (including any purpose which is detrimental to the interests of Hills).

3.5 Consent to Use of Data

You agree that Hills may collect and use technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to the Hills App. Hills may use this information, as long as it is in a form that does not personally identify you, to improve products or to provide services or technologies to you.

4. TERMINATION

4.1 The EULA is effective until terminated by you or Hills. Without prejudice to any other rights or remedies available to Hills, Hills reserves the right to restrict or cancel your access to the Hills App and/or services hosted in it, in the event:

- (a) Hills suspects on reasonable grounds it is being used for suspicious activities, including any illegal or unauthorised transactions.



- (b) You fail to comply with the terms and conditions of this EULA.
 - (c) You provided Hills, or Hills reasonably suspect you have provided, false or inaccurate information during the registration process or otherwise.
 - (d) Hills believe on reasonable grounds that it may be in breach of any law or regulation if Hills continue to allow you to use the Hills App.
 - (e) Hills believe on reasonable grounds your device is lost, stolen or damaged or subject to unauthorised access.
- 4.2 In such event, you must immediately destroy all copies of the Hills App in your possession. You may only terminate this EULA by ceasing to use the Hills App and destroying all copies of the Hills App in your possession.
- 4.3 To avoid doubt, termination of this EULA is without prejudice to the rights and obligations of the parties accrued up to and including the date of termination and a party may take action against the other party under this EULA in respect of a breach of the EULA arising prior to the effective date of termination.

5. **INTELLECTUAL PROPERTY**

- 5.1 All title and other intellectual property rights, including but not limited to copyrights, in and to the Hills App and any copies thereof are owned by Hills or its licensors. All title and other intellectual property rights, including but not limited to copyrights, in and to the data, information and content which may be accessed through use of the Hills App is the property of the respective content owner and is protected by applicable copyright or other intellectual property laws and treaties. All rights not expressly granted are reserved by Hills .

6. **NO WARRANTIES**

- 6.1 Hills expressly disclaims any warranty for the Hills App. The Hills App is provided 'as is' without any express or implied warranty of any kind, including but not limited to any warranties of accuracy, merchantability, non-infringement, or fitness of a particular purpose.
- 6.2 Hills does not warrant or assume responsibility for the accuracy or completeness of any data, information, content, text, graphics, links or other items contained within or made available through the Hills App. Hills makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb, or other such computer program.
- 6.3 To the extent permitted by law, you agree not to make and waive any right to make, any claim against us under sections 9, 12A and 13 of the Fair Trading Act 1986 and you agree this is fair and reasonable.
- 6.4 You acknowledge that if you acquire the Hills App for a business purpose, the provisions of the Consumer Guarantees Act 1993 shall not apply.



7. **LIMITATION OF LIABILITY**

- 7.1 To the maximum extent permitted by law, in no event shall Hills be responsible or liable for any direct or indirect damages, costs, and expense (including, without limitation, lost profits, lost revenue, business interruption, lost information or data, or any indirect, special, incidental or consequential loss) arising out of or in connection with your use of or inability to use the Hills App, whether based in contract, tort (including negligence) or otherwise, even if Hills has been advised of the possibility of such damages. Without limiting the previous sentence and to avoid doubt, Hills shall have no liability with respect to the data, information and content made available through the Hills App or any part thereof, including but not limited to errors or omissions contained therein.
- 7.2 If the limitation of liability in the previous paragraph is held to be invalid in whole or in part, then Hills's total liability to you for all damages, costs, and expenses (other than for any damage, cost and expense that cannot be limited at law) must not exceed the amount of ten New Zealand dollars (NZD\$10.00).

8. **THIRD PARTY CONTENT**

- 8.1 The provisions of this clause 8 are not intended to be read as limiting any other provision of this EULA, including (without limitation) clauses 5 and 6.
- 8.2 The Hills App may display, include or make available content, data, information, applications, services or materials from third parties or provide links to certain third party websites ("Third Party Materials and Websites"). By using the Hills App, you acknowledge and agree that Hills is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third Party Materials and Websites. Hills does not warrant or endorse and does not assume and will not have any liability or responsibility to you or any other person for any Third Party Materials and Websites. Third Party Materials and Websites are provided solely as a convenience to you. Financial information displayed in or by any Third Party Materials and Websites is for general informational purposes only and is not intended to be relied upon as investment advice.
- 8.3 Before executing any securities transaction based upon information obtained from such sources, you should consult with a financial professional. Location data provided by any Third Party Materials and Websites is for basic navigational purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location data may lead to death, personal injury, property or environmental damage. Neither Hills, nor any of its content providers, guarantees the availability, accuracy, completeness, reliability, or timeliness of any information, including financial information or location data displayed by Third Part Materials and Websites.
- 8.4 In addition, Third Party Materials and Websites may not be accessed from, displayed on or linked to your device in all languages or in all countries. Hills makes no representation that such Third Party Materials and Websites are appropriate or available for use in any particular locations. To the extent you choose to access such



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Third Party Materials and Websites, you do so at your own risk and are responsible for compliance with any applicable laws, including but not limited to applicable local laws. Hills reserves the right to change, suspend, remove, or disable access to any Third Party Materials and Websites at any time without notice. In no event will Hills be liable for the removal of or disabling of access to any Third Party Material and Websites. Hills may also impose limits on the use of or access to certain Third Party Materials and Websites without notice or liability.

9. **APPLICABLE LAW**

9.1 This EULA is governed and to be construed by the laws of New Zealand and you accept that the New Zealand courts have non-exclusive jurisdiction to deal with any dispute, litigation or other matter relating to this EULA or the Hills App.

10. **SEVERABILITY**

10.1 If at any time any provision of these terms is or becomes illegal, invalid or unenforceable in any respect, that provision shall be read down to become legal, invalid or unenforceable or, if this is not possible, deleted. The other terms of this EULA shall continue to apply with full force and effect.

11. APPLE

11.1 Where you download, install or use the Hills App on an Apple device, you acknowledge that:

- (a) the EULA is between Hills and you, and not Apple;
- (b) Apple has no responsibility or liability in respect of any matter relating to the Hills App, including your use or possession of the Hills App; and
- (c) Hills and you agree that Apple, and any Apple subsidiary, are third party beneficiaries of the EULA and that Apple has the right to enforce the EULA against you as a third party beneficiary.

12. GOOGLE PLAY

12.1 Where you download, install or use the Hills App on a Google Play device, you acknowledge that:

- (a) the EULA is between Hills and you, and not Google Play;
- (b) Google Play has no responsibility or liability in respect of any matter relating to the Hills App, including your use or possession of the Hills App;
- (c) Hills and you agree that Google Play, and any Google Play subsidiary, are third party beneficiaries of the EULA and that Google Play has the right to enforce the EULA against you as a third party beneficiary; and
- (d) You must use the Hills App downloaded from Google Play in accordance with the Google Play Business and Program Policies which are in place from time to time, the current version of which can be found at <http://play.google.com/about/android-developer-policies.html>.

12.2 The Hills App and the use of the Hills App is not associated, affiliated, sponsored, endorsed or in any way linked to any platform operator, including, without limitation, Apple or Google Play.