**Your Coucou Terms of Use**

This website (the "Website"), the Coucou Progressive Web Application (the "Coucou PWA"), and Coucou's products and services are owned and operated by Your Coucou (ABN 85 910 773 419).

By accessing and/or using this Website, the Coucou PWA, and/or the Coucou service (the "Coucou Service"), you agree to the Services Terms of Use, the Website Terms of Use, and our Privacy Policy (together the Terms). You should review our Privacy Policy and these Terms carefully and immediately cease using our services if you do not agree to these Terms. These Terms of Use form an agreement between each Couee, each Carer, each Safe Person and Coucou (the "Agreement"). To the extent of any inconsistency between the Services Terms of Use and the Website Terms of Use, the Services Terms of Use will prevail.

These Terms may be amended by Coucou from time to time. You should check the Website regularly to ascertain whether any amendments have been made. Your continued use of the Website, the Coucou PWA and/or the Coucou Service following the date such amended terms are posted on the Website will be deemed to be acceptance of any amended Terms. If you do not agree to these Terms, or to any update to these Terms, your sole recourse is to cease using the Coucou Service.

# Services Terms of Use

## 1. Definitions

In these Terms;

**'Coucou', 'us', 'we'** and **'our'** means Your Coucou (ABN 85 910 773 419) and our related bodies corporate;

**"Coucou PWA"** means the Coucou Progressive Web Application, accessed at app.yourcoucou.com, which a Couee installs to the home screen of their phone or other device and which behaves like a native application;

**"Couee"** means an individual who creates (or for whom a Carer creates) an account in the Coucou Service in order to receive Coucous;

**"Carer"** means a person who creates an account in the Coucou Service in order to set up and manage the Coucou account of a Couee on that Couee's behalf, with that Couee's consent;

**"Safe Person"** means an individual nominated by a Couee to receive a User Concern Notification by SMS if certain events occur. Safe People do not create an account in the Coucou Service. **"Safe People"** means more than one Safe Person; and

**“you”** or **“your”** means a Couee, a Carer or a Safe Person.

## 2. About the Coucou Service

Coucou is a service that checks on and connects people. The Coucou Service is delivered as a Progressive Web Application (the Coucou PWA) accessed at app.yourcoucou.com. The Coucou PWA can be installed to the home screen of a Couee’s phone or other device and behaves like a native application.

Couees use Coucou to confirm they have started their day (the Morning Coucou) and to note their mood later in the day (the Afternoon Coucou). Couees must nominate at least one Safe Person. Coucou strongly recommends nominating three Safe People, so that at least one is reachable when a User Concern Notification is sent.

Coucous are delivered as web push notifications. On iOS, the Couee must first install the Coucou PWA to their home screen and then allow notifications. Where push notifications cannot be delivered, Coucou may also send notifications by SMS.

## 3. Disclaimer

The Coucou Service is designed to connect people. It is provided on an “as-is” and “as-delivered” basis and all warranties of fitness and merchantability are excluded to the maximum extent possible at law. Coucou does not warrant that the Coucou Service will be constantly available, uninterrupted, secure, or error-free, or that it will be compatible with any technology.

Couees, Carers and Safe People acknowledge and agree that:

**(a)** the Coucou Service has not been prepared to meet a Couee’s, Carer’s or Safe Person’s individual needs;

**(b)** it is the Couee’s, Carer’s or Safe Person’s obligation to ensure the Coucou Service is suitable for their needs; and

**(c)** Coucou may add to, remove, or alter the functionality of the Coucou Service at any time in its discretion.

Coucou does not provide medical advice and does not review the data entered into the Coucou Service. Couees, Carers and Safe People use the Coucou Service at their own risk. Couees should discuss the suitability of the Coucou Service with their medical practitioner or mental health professional. Coucou disclaims any liability in connection with the use of the Coucou Service to the maximum extent possible at law.

## 4. Couee Registration

All Couees must register to access the Coucou Service. A Couee may register directly, or via a Carer acting on the Couee's behalf (see Clause 5).

When a Couee's account is registered and activated, Coucou will collect personal information such as the Couee's name, email address, telephone number, sex, date of birth and time zone. Couees must ensure that this information is accurate and current.

Each Couee expressly consents to Coucou collecting the Couee's personal information (including sensitive health information).

Coucou will handle all personal information it collects in accordance with its Privacy Policy.

Couees authenticate to the Coucou Service using a phone number and a one-time password sent by SMS, and then choose a password. Couees are responsible for keeping their password secure and are responsible for all use and activity carried out via their account.

To create an account, the Couee must:

**(a)** be at least 16 years of age. Any Couee aged under 18 must obtain the express consent of their parent or guardian before they create an account;

**(b)** possess the legal right and ability to enter into a legally binding agreement with us;

**(c)** agree and warrant to use the Coucou Service in accordance with these Terms; and

**(d)** nominate at least one Safe Person.

For the avoidance of doubt, a Couee's account becomes active once at least one Safe Person has been nominated. Coucou strongly recommends nominating at least three Safe People to maximise the chance that one is reachable in the event of a User Concern Notification.

## 5. Carers

A Carer is an individual who creates an account in the Coucou Service in order to set up and manage the Coucou account of another individual (the Couee) on that Couee's behalf.

A Carer may register an account, invite a Couee by phone number, complete the Couee's setup (including nominating Safe People, providing the Couee's address and Key Holder Contact Details, selecting the Couee's time zone, and choosing a Coucou Plan), and may switch into the Couee's account from time to time to make changes.

A Carer warrants that:

**(a)** they have the express consent of the Couee (or the consent of the Couee's parent, guardian or legal representative where the Couee lacks the capacity to consent) to set up and manage a Coucou account on the Couee's behalf;

**(b)** all information they enter about the Couee is accurate and provided with the Couee's knowledge;

**(c)** they will keep the login credentials of the Couee's account secure;

**(d)** they accept that, for the purposes of these Terms, any action they take inside the Couee's account is taken as agent of the Couee and binds the Couee accordingly; and

**(e)** the Couee remains the party to whom Coucous are delivered and on whose behalf User Concern Notifications are sent.

Coucou bears no obligation to verify the Carer's authority to act for the Couee. Disputes between a Carer and a Couee about access to or management of the Couee's account are to be resolved between the Carer and the Couee.

## 6. Nomination of Safe People and provision of Key Holder Contact Details

### 6.1 Nomination of Safe People

Couees must nominate at least one Safe Person. Coucou strongly recommends three. At least one nominated Safe Person must be over the age of 18.

A Couee nominates a Safe Person by entering the Safe Person's phone number into the Safe People section of the Coucou PWA. Couees must obtain the consent of each Safe Person before providing their details to Coucou. Once nominated, Safe People do not register an account with Coucou. They receive a User Concern Notification by SMS if any of the events described in Clause 9 occur.

Safe People are not required to register an account to be nominated. By being nominated and accepting, a Safe Person is treated as having consented to receive User Concern Notifications from Coucou.

### 6.2 Provision of Key Holder Contact Details

A Couee may also provide Coucou with their address and the contact details of a person or entity (such as a real estate agency, friend or neighbour) who holds a spare key enabling access to the Couee's place of residence ("Key Holder Contact Details").

All address and Key Holder Contact Details provided by a Couee are stored encrypted on Coucou's servers. They are not stored on the Couee's phone or other device. They are visible only to the Couee (and the Couee's Carer, where one is acting), and are only ever shared with the Couee's Safe People if a User Concern Notification is sent.

Couees should obtain the consent of the relevant key holder before providing their contact details to Coucou. Couees should make the key holder aware that their contact details will be sent by SMS to the Couee's Safe People if a User Concern Notification is sent.

# 7. Coucou Notifications

## 7.1 Coucous

The Coucou Service involves the sending of regular prompts to Couees. These consist of a "Morning Coucou" and an "Afternoon Coucou". Couees will receive Morning Coucous, Afternoon Coucous, or both, depending on the Coucou Plan selected by the Couee from time to time.

Coucous are sent as web push notifications via the Coucou PWA. On iOS, the Couee must first install the Coucou PWA to their home screen and then allow notifications. Where push notifications cannot be delivered, Coucou may also send notifications by SMS. Couees must allow push notifications (or, where applicable, accept SMS) in order for the Coucou functionality to operate properly. Coucou will not have any liability to any Couee, Carer, Safe Person or any other person in the event that a Couee does not allow push notifications or accept SMS from Coucou.

Coucous are sent at the time of day nominated by the Couee, in the time zone associated with the Couee's account. Where a Coucou account is set up and managed by a Carer on behalf of a Couee, the Carer is responsible for selecting the correct time zone for the Couee.

## 7.2 Morning Coucous

Couees who are eligible to receive a Morning Coucou will receive the Morning Coucou at the time nominated by the Couee in the Coucou PWA.

The purpose of the Morning Coucou is to ensure that the Couee is awake.

The Morning Coucou consists of a push notification (and, where applicable, an SMS). Couees must respond to the Morning Coucou by accessing the Coucou PWA and tapping to fill the bowl.

Couees acknowledge that if they do not respond to the Morning Coucou within one hour they will receive a further reminder. If the Couee does not respond for a further hour they will receive a further reminder. If the Couee does not respond within the next 30 minutes (that is, 2 and a half hours from receipt of the Morning Coucou) a User Concern Notification will be sent to that Couee's Safe People.

## 7.3 Afternoon Coucous

Couees who are eligible to receive an Afternoon Coucou will receive the Afternoon Coucou at the time nominated by the Couee in the Coucou PWA.

The purpose of the Afternoon Coucou is to prompt the Couee to consider and rate their mood.

The Afternoon Coucou prompts the Couee to select a mood from the following options: Fantastic, Great, OK, Bad, Lonely, or Black Hole.

A Couee may dismiss the Afternoon Coucou by tapping the Ignore button. Couees may dismiss the Afternoon Coucou an unlimited number of times in their discretion.

Couees acknowledge that if they select the Lonely mood, the Black Hole mood, or activate the SOS button, a User Concern Notification will be sent to their Safe People. The Couee will not be told that the User Concern Notification has been sent.

## 7.4 Immediate Safe Person Notification (SOS)

If a Couee wishes for a User Concern Notification to be sent to that Couee's Safe People, the Couee can access the Coucou PWA and tap the **SOS** button at any time. The Couee will be asked to confirm that they wish for a User Concern Notification to be sent to the Couee's Safe People. If the Couee confirms the request then a User Concern Notification will be sent to the Couee's Safe People.

## 7.5 SMS Consent and Opt-out

By ticking the SMS consent box during registration (Couees) or invite acceptance (Safe People), you expressly consent to receive text messages from Coucou at the mobile number you provided. These messages are transactional and safety-related only, and consist of:

**(a)** verification codes for account registration and invite acceptance;

**(b)** welcome messages;

**(c)** Coucou reminders where a push notification has not reached your device;

**(d)** User Concern Notifications, in the case of Safe People;

**(e)** birthday reminders, in the case of Safe People who have expressly consented to receive them under clause 7.6; and

**(f)** other service notifications relating to your Coucou account.

Coucou does not send marketing or promotional SMS. Your mobile phone number is never shared with third parties for marketing purposes.

Message frequency varies with your Coucou activity but is expected to be no more than one to two messages per day. Message and data rates may apply, depending on your mobile plan. Coucou does not charge you for messages.

You may withdraw your consent to receive text messages at any time by replying **STOP** to any Coucou SMS. On receiving STOP, Coucou will cease all SMS to your number. Where a Couee opts out of SMS, they acknowledge that the safety-net functionality of the Coucou Service will be impaired.

Reply **HELP** to any Coucou SMS to receive help contact information.

### 7.6 Birthday reminders to Safe People

A Couee may record a birthday in the Coucou PWA and ask Coucou to send a short reminder to chosen Safe People on the morning of that birthday. This is optional and the Coucou Service operates fully without it.

No birthday reminder is sent unless two separate people have agreed to it:

**(a)** the Couee selects which of their Safe People to ask; and

**(b)** each selected Safe Person receives a text message asking whether they consent, and answers yes or no from their own device.

A Couee selecting a Safe Person does not give consent on that Safe Person's behalf. Only a Safe Person who has answered yes will be sent a birthday reminder. Coucou records each answer together with the date and time it was given.

A birthday reminder contains the Couee's first name and the fact that it is their birthday. It does not contain the Couee's address, telephone number, age, or any information about the Couee's wellbeing, and it is not a User Concern Notification.

A Safe Person may change their answer at any time using the link in the text message Coucou sent them. Every birthday reminder also contains a link allowing that Safe Person to stop the reminders permanently. Where a Safe Person does so, the Couee cannot request their consent again. Removing a Safe Person also stops any birthday reminder to that person.

## 8. User Concern Notifications and Safe Person Obligations

### 8.1 User Concern Notifications

A Couee's Safe People will receive an SMS from Coucou in the event that:

**(a)** a Couee does not respond to their Morning Coucou and follow-up reminders in accordance with Clause 7.2 above;

**(b)** a Couee logs a Lonely or Black Hole mood in response to their Afternoon Coucou; or

**(c)** a Couee activates the SOS button,

(a "User Concern Notification").

Couees expressly consent to Coucou sending a User Concern Notification to that Couee's Safe People if any of the events set out above occurs.

If any of the above events occurs, all of the Couee's Safe People will receive a User Concern Notification. Safe People expressly consent to the receipt of User Concern Notifications if any of the above events occur.

### 8.2 Safe Person obligations

Each Safe Person agrees that upon receipt of a User Concern Notification the Safe Person will use all reasonable efforts to contact the Couee as soon as is reasonably practicable for the purposes of determining the welfare of the Couee. Each Safe Person acknowledges that it is the Safe Person's sole obligation to contact the Couee, and that Coucou has no obligation to contact a Couee or to facilitate the contact with a Couee by a Safe Person.

### 8.3 Information shared with Safe People

When the Coucou Service sends a User Concern Notification by SMS, the SMS contains the Couee's phone number, address (if provided), Key Holder Contact Details (if provided) and the contact details of the Couee's other Safe People, so that Safe People can coordinate to check on the Couee. Each Safe Person consents to the disclosure of their contact details to other Safe People of a Couee in the event of delivery of a User Concern Notification in respect of that Couee.

## 9. Use of the Coucou Service

### 9.1 Grant of Right to Use

Subject to compliance with these Terms and to payment of any applicable Service Fees, Coucou grants each Couee, each Carer and each Safe Person the personal, non-exclusive, non-transferable, non-sub-licenseable right to access and use the Coucou Service for the duration of the Term. The Couee must not allow any other person to access or use the Coucou Service, save for the Couee's Carer (where one is acting).

Safe People acknowledge that they do not access the Coucou Service through an account, and that their interaction with the Coucou Service is limited to the receipt of SMS messages as described in these Terms.

### 9.2 Prohibited Activity

Couees, Carers and Safe People must not:

**(a)** commit any act that would constitute a breach of either the privacy (including uploading private or personal information without an individual's consent) or any other of the legal rights of individuals;

**(b)** attempt to undermine the security or integrity of Coucou's systems or networks or, where a service is hosted or provided by a third party, that third party's system or network;

**(c)** make any use of the Coucou Service which is unlawful, offensive, indecent, objectionable, harassing, obscene, pornographic, threatening, abusive, defamatory, libellous, fraudulent, tortious, or invasive of another's privacy or constitutes a breach of any other of the legal rights of individuals (including with respect of the Spam Act);

**(d)** use, or misuse, the Coucou Service in any way which may impair the functionality of the Coucou PWA or the Coucou Service, or any other network or system used to deliver the Coucou PWA or Service;

**(e)** attempt to gain unauthorised access to any materials other than those to which they have been given express permission to access;

**(f)** transmit or input into the Coucou Service:

**(i)** any files that may damage the Coucou PWA, the Coucou Service, or any other person's computing device or software; or

**(ii)** any illegal or offensive content or content that otherwise infringes any law or regulation; or

**(g)** attempt to modify, copy, adapt, reproduce, disassemble, decompile, create derivative works from, or reverse engineer any computer programs used to deliver the Coucou PWA, or any other element of the Coucou Service or Coucou's systems.

### 9.3 Passwords to be kept secure

Couees and Carers must ensure that Coucou Service passwords are kept secure and confidential. Couees and Carers must immediately notify Coucou of any unauthorised use of a password or any other breach of security.

### 9.4 Disclosure Obligations

Couees, Carers and Safe People may disclose the personal information of third parties to Coucou in connection with their use of the Coucou Service. They must ensure that they have obtained the consent of the relevant third party individual prior to disclosing that individual's personal information to Coucou.

### 9.5 Use of Information

Couees, Carers and Safe People must only use information obtained via the Coucou Service for the purpose of contacting and/or ensuring the safety of Couees.

## 10. Fees and Payment

### 10.1 Coucou Plans

Coucou offers the following plans:

**(a)** Everyday Plan – two Coucous per day, seven days per week. AUD $9.99 per month, or AUD $99.90 per year (a saving of two months versus monthly).

**(b)** One Coucou a Day – one Coucou per day, the Couee's choice of Morning or Afternoon. AUD $6.99 per month, or AUD $69.90 per year (a saving of two months versus monthly).

**(c)** Set Time Period Plan – for short-term needs such as travel or recovery. Charged at a daily rate, total calculated from the date range chosen.

All fees are quoted in Australian Dollars and are inclusive of GST. Couees may change their Coucou Plan at any time on the Plan page in the Coucou PWA. Changes to plans take effect at the commencement of the next billing cycle.

### 10.2 Free trial

New Couees receive a 14-day free trial of the Coucou Service. No credit card or other payment method is required to start the trial.

Coucou will send the Couee an email reminder three days before the end of the trial. To continue using the Coucou Service after the trial ends, the Couee must select a Coucou Plan and provide a valid payment method before day 15. If the Couee does not select a plan and provide a valid payment method by the end of the trial, the Couee's access to the Coucou Service will be suspended.

A Couee may cancel their account at any time during the free trial without charge by emailing coucou@yourcoucou.com. No fees are due in respect of any period prior to selection of a Coucou Plan.

### 10.3 Payment

Coucou uses Stripe to process payments. Payment can be made by any form of credit card or debit card accepted by Stripe. Recurring fees (monthly or annual) are deducted in advance at the commencement of each billing cycle. Set Time Period Plan fees are deducted in advance for the full period selected.

### 10.4 Cancellation and refunds

A Couee may cancel their Coucou Plan at any time by emailing coucou@yourcoucou.com. Where a Couee on an annual plan cancels mid-cycle, any refund will be calculated at the regular monthly rate for the months remaining (i.e. the annual discount is not honoured for unused months). Cancellations during the 14-day free trial incur no charge.

## 11. Support and Service Reliability

### 11.1 Health Support Disclaimer

For the avoidance of doubt, Coucou does not provide any form of health advice, including but not limited to mental health advice, counselling, or support. Couees should consult their relevant health professionals if they require any health advice.

### 11.2 Service Reliability

Coucou is a software service. From time to time, the Coucou PWA, the underlying servers, push notification providers, SMS providers, payment processors and the Couee's device may experience downtime, bugs, delays, missed notifications or other failures.

Couees, Carers and Safe People acknowledge that:

**(a)** Coucou cannot guarantee that every Morning Coucou or Afternoon Coucou will be delivered, that every User Concern Notification will reach every Safe Person, or that the Coucou Service will be available without interruption;

**(b)** if a software failure, third-party outage, network failure, or device failure prevents the Coucou Service from operating as intended, and an incident affecting the Couee occurs and is not communicated to Safe People as a result, Coucou is not liable for that incident or its consequences;

**(c)** Coucou will make reasonable efforts to identify, address and resolve any such failures as soon as practicable upon becoming aware of them; and

**(d)** the Coucou Service is intended as a supplementary safety rhythm and is not a substitute for emergency services, medical care, or in-person welfare checks.

### 11.3 Technical Issues

In the case of technical or other availability issues with the Coucou Service, please make reasonable efforts to investigate and diagnose such issues prior to contacting Coucou. If you require additional support you can contact Coucou at coucou@yourcoucou.com.

### 11.4 Service Availability

Coucou may, on occasion, make the Coucou Service, the Coucou PWA, or other elements of the Coucou system unavailable for the purposes of performing maintenance or development. Coucou will use reasonable endeavours to publish details of such maintenance or development on the Website, and will use reasonable endeavours to ensure that such maintenance or development is conducted during time periods that minimise disruption of the Coucou Service to you. You acknowledge that Coucou may be required to perform urgent maintenance or development at any time and under such circumstances Coucou may make the Coucou Service, the Coucou PWA, or any other element of the Coucou system unavailable without notice for the purposes of performing such urgent maintenance or development.

## 12. Term and Termination

### 12.1 Term

The Term commences upon a Couee or Carer registering an account and concludes on the date of termination as set out in this Clause 12.

## 12.2 Termination by Couee

A Couee may terminate this Agreement at any time by sending an email to coucou@yourcoucou.com.

## 12.3 Termination for convenience by Coucou

Coucou may terminate this Agreement at any time on written notice to a Couee or Carer, however where this Agreement is terminated without cause Coucou will use reasonable efforts to provide not less than 30 days notice of such termination. If Coucou terminates this Agreement in accordance with this paragraph Coucou will refund any Fees paid to Coucou by the Couee on a pro-rated basis.

## 12.4 Termination for Breach

If a Couee, Carer or Safe Person:

**(a)** breaches any term of this Agreement that is not capable of remedy;

**(b)** breaches any term of this Agreement that is capable of remedy and does not remedy that breach within 7 days of receiving notice of the breach from Coucou; or

**(c)** becomes insolvent or bankrupt, or goes into liquidation, or has a receiver or manager appointed to any of its assets, or makes any arrangement with its creditors,

then Coucou may, in its discretion, do any one or more of the following:

**(i)** terminate this Agreement and the relevant party's access to the Coucou Service;

**(ii)** suspend the relevant party's use of the Coucou Service; or

**(iii)** suspend or terminate the relevant party's access to any data or other information held by Coucou (other than where access is required to be given by law).

## 12.5 Accrued Rights

Termination of this Agreement is without prejudice to any rights or obligations of the parties accrued up to and including the date of termination. On termination of this Agreement:

**(a)** Couees remain liable for all accrued charges and amounts payable as of the date of termination; and

**(b)** the right to access and use the Coucou Service ceases immediately upon termination of this Agreement for any reason.

## 13. Indemnity

Each Couee, Carer and Safe Person indemnifies Coucou from and against all claims, costs, damage, loss, liability, and expense arising from any breach of this Agreement by that party.

## 14. Intellectual Property Rights

Unless otherwise indicated, Coucou owns or licenses from third parties all rights, title and interest (including copyright, designs, patents, trademarks and other intellectual property rights) in the Coucou Service, the Coucou PWA, the other elements of the Coucou systems, and in all of the material (including all text, graphics, and logos) made available on the Coucou Service, the Coucou PWA and the Coucou system ("Content").

Use of the Coucou Service and use of and access to any Content does not grant or transfer any rights, title or interest in relation to the Coucou Service, the Coucou PWA, the Coucou system, or the Content. However Coucou grants the Couee, Carer or Safe Person (as applicable) the right to access the Coucou Service and view the Content on the terms and conditions set out in this Agreement and, where applicable, as expressly authorised by Coucou and/or its third party licensors.

Any reproduction or redistribution of the Coucou Service, the Coucou PWA, other elements of the Coucou system, or the Content is prohibited and may result in civil and criminal penalties.

All other use, copying, reproduction, or reverse engineering of the Coucou Service, the Coucou PWA, the Coucou system, and the Content or any part of it is prohibited, except to the extent permitted by law.

## 15. Confidentiality

Each party will preserve the confidentiality of all Confidential Information of the other party obtained in connection with this Agreement. Neither party will disclose any Confidential Information of the other party other than where the other party has given its prior written permission or where the Confidential Information must be disclosed by law.

"Confidential Information" means all information of a confidential nature, in any form whether tangible or not and whether visible or not, disclosed or communicated by any party or which is otherwise learned or accessed as a result of entering into this Agreement.

## 16. Data

Coucou is the owner of all data and other information entered into the Coucou Service.

All individuals whose personal information is held by Coucou may access and correct records held by Coucou in accordance with the terms of the Coucou Privacy Policy and otherwise in accordance with applicable law. Coucou may require that you prove your identity prior to you being given access to any records.

Upon termination of this Agreement for any reason Coucou may retain Couee, Carer or Safe Person data as required by law or the terms of any relevant insurance policy. Any data no longer required by Coucou for the provision of services or required to be retained under this provision will be deleted.

Couees, Carers and Safe People consent to the deidentification of data and other information provided under this Agreement and the use of such data by Coucou for any purpose.

## 17. Limitation of Liability

To the maximum extent permitted by law, including the Australian Consumer Law, in no event shall Coucou be liable for any direct or indirect loss, damage or expense, loss of profits, loss of revenue, loss of data, loss of or damage to reputation, loss of or damage to goodwill, loss of business opportunities (including opportunities to enter into or complete arrangements with third parties), loss of management time, damage to credit rating, loss of business, or any other loss not arising naturally from the relevant breach – irrespective of the manner in which it occurs – which may be suffered due to use of the Coucou Service or the Coucou PWA, or as a result of the inaccessibility of the Coucou Service or the Coucou PWA, and/or the fact that certain information or materials contained on it are incorrect, incomplete or not up-to-date.

Other than as set out in Clause 17.3 below, to the extent that Coucou has any liability to a Couee, Carer or Safe Person, Coucou's total aggregate liability in connection with any breach of this Agreement by Coucou will be limited to the total amount paid to Coucou by the Couee under this Agreement.

To the extent that the Coucou Service or the Coucou PWA is in breach of any statutory warranty or guarantee that cannot be excluded by law the sole remedy will be (at Coucou's sole discretion):

**(a)** the resupply of the Coucou Service (or any other services delivered via the Coucou PWA); or

**(b)** the payment of the cost of having the services supplied again.

If a Couee, Carer or Safe Person is not satisfied with the Coucou Service or Coucou PWA, that party's sole remedy is to cease using the Coucou Service and to terminate this Agreement in accordance with Clause 12.

## 18. General

### 18.1 Entire Agreement

These Terms of Use, together with the Privacy Policy, and the terms of any other notices or instructions given to Couees, Carers or Safe People under these Terms of Use supersede all prior agreements, representations (whether oral or written), and understandings and

constitute the entire agreement between the Couee, Carer or Safe Person (as applicable) and Coucou relating to the use of the Coucou Service, the Coucou PWA, and the other matters dealt with in these Terms of Use.

To the extent of any inconsistency between these Terms of Use and any other terms, these Terms of Use will prevail.

### 18.2 No Assignment

A Couee, Carer or Safe Person may not assign or transfer any rights under this Agreement to any third party without Coucou's prior written consent.

### 18.3 Severability

If any part or provision of these Terms of Use is invalid, unenforceable, or in conflict with any law, that part or provision is excised from this Agreement and the remainder of the Agreement will be unaffected.

### 18.4 Jurisdiction and governing law

Your use of the Coucou Service, the Coucou PWA, and these Terms are governed by the law of New South Wales, Australia, and you submit to the exclusive jurisdiction of the courts exercising jurisdiction in New South Wales, Australia.

# Website Terms of Use

## Accuracy, completeness and timeliness of information

The information on our Website is not comprehensive and is intended to provide a summary of the subject matter covered. While we use all reasonable attempts to ensure the accuracy and completeness of the information on our website, to the extent permitted by law, including the Australian Consumer Law, we make no warranty regarding the information on this Website. You should monitor any changes to the information contained on this Website.

We are not liable to you or anyone else if interference with or damage to your computer systems occurs in connection with the use of this Website or a linked Website. You must take your own precautions to ensure that whatever you select for your use from our Website is free of viruses or anything else (such as worms or Trojan horses) that may interfere with or damage the operations of your computer systems.

We may, from time to time and without notice, change or add to the Website (including the Terms) or the information, products or services described in it. However, we do not undertake to keep the Website updated. We are not liable to you or anyone else if errors occur in the information on the Website or if that information is not up-to-date.

## Promotions and competitions

For certain campaigns, promotions or contests, additional terms and conditions may apply. If you want to participate in such a campaign, promotion or contest, you need to agree to the relevant terms and conditions applicable to that campaign, promotion or contest. In case of any inconsistency between such terms and conditions and these Terms, those terms and conditions will prevail.

## Linked sites

Our Website may contain links to websites operated by third parties. Those links are provided for convenience and may not remain current or be maintained. Unless expressly stated otherwise, we do not endorse and are not responsible for the content on those linked websites and have no control over or rights in those linked websites.

## Intellectual property rights

Unless otherwise indicated, we own or license from third parties all rights, title and interest (including copyright, designs, patents, trademarks and other intellectual property rights) in this Website and in all of the material (including all text, graphics, logos, audio and software) made available on this website ("Content").

Your use of this Website and use of and access to any Content does not grant or transfer any rights, title or interest to you in relation to this Website or the Content. However we do grant you a licence to access the Website and view the Content on the terms and conditions set out in this Agreement and, where applicable, as expressly authorised by us and/or our third party licensors.

Any reproduction or redistribution of this website or the Content is prohibited and may result in civil and criminal penalties. In addition, you must not copy the Content to any other server, location or support for publication, reproduction or distribution is expressly prohibited.

All other use, copying or reproduction of this website, the Content or any part of it is prohibited, except to the extent permitted by law.

## No commercial use

This Website is for your personal, non-commercial use only. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, commercially exploit, create derivative works from, transfer, or sell any Content, software, products or services contained within this Website. You may not use this Website, or any of its Content, to further any commercial purpose, including any advertising or advertising revenue generation activity on your own Website.

## Unacceptable activity

You must not do any act that we would deem to be inappropriate, is unlawful or is prohibited by any laws applicable to our website, including but not limited to:

**(a)** any act that would constitute a breach of either the privacy (including uploading private or personal information without an individual's consent) or any other of the legal rights of individuals;

**(b)** using this website to defame or libel us, our employees or other individuals;

**(c)** uploading files that contain viruses that may cause damage to our property or the property of other individuals;

**(d)** posting or transmitting to this website any non-authorised material including, but not limited to, material that is, in our opinion, likely to cause annoyance, or which is defamatory, racist, obscene, threatening, pornographic or otherwise or which is detrimental to or in violation of our systems or a third party's systems or network security.

If we allow you to post any information to our website, we have the right to take down this information at our sole discretion and without notice.

## Warranties and disclaimers

To the maximum extent permitted by law, including the Australian Consumer Law, we make no warranties or representations about this website or the Content, including but not limited to warranties or representations that they will be complete, accurate or up-to-date, that access will be uninterrupted or error-free or free from viruses, or that this website will be secure.

We reserve the right to restrict, suspend or terminate without notice your access to this website, any Content, or any feature of this website at any time without notice and we will not be responsible for any loss, cost, damage or liability that may arise as a result.

## Liability

To the maximum extent permitted by law, including the Australian Consumer Law, in no event shall we be liable for any direct and indirect loss, damage or expense – irrespective of the manner in which it occurs – which may be suffered due to your use of our website and/or the information or materials contained on it, or as a result of the inaccessibility of this website and/or the fact that certain information or materials contained on it are incorrect, incomplete or not up-to-date.

## Jurisdiction and governing law

Your use of the Website and these Terms are governed by the law of New South Wales and you submit to the exclusive jurisdiction of the courts exercising jurisdiction in New South Wales.

*Last Updated: 4 September 2026*