

Terms and Conditions – POTOOLBOX

This website is operated by POTOOLBOX Pty Ltd. Throughout the site, the terms "we", "us" and "our" refer to POTOOLBOX Pty Ltd. POTOOLBOX Pty Ltd offers this website, including all information, products and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/or purchasing something from us, you engage in our "Service" and agree to be bound by the following terms and conditions ("Terms and Conditions", "Terms"), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms and Conditions apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/or contributors.

Please read these Terms and Conditions carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms and Conditions. If you do not agree to all the terms and conditions of this agreement, then you must not access the website or use any services or products. If these Terms and Conditions are considered an offer, acceptance is expressly limited to these Terms and Conditions.

Any new features, products or tools which are added to the current website shall also be subject to these Terms and Conditions. You can review the most current version of the Terms and Conditions at any time on this page. We reserve the right to update, change or replace any part of these Terms and Conditions by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

Access to and use of this website and the products and services available through this website (collectively, the "Services") are subject to the following terms, conditions and notices (the "Terms and Conditions"). By using the Services, you are agreeing to all of the Terms and Conditions, which may be updated by us from time to time without notice. You should check this page regularly to take notice of any changes we may have made to the Terms and

Conditions. Access to this website is permitted on a temporary basis, and we reserve the right to withdraw or amend the Services without notice. We will not be liable if for any reason this website is unavailable at any time or for any period. From time to time, we may restrict access to some parts or this entire website without notice.

1. Definitions

As used in these Terms to guide you:

“User” means any individual who has registered and has been given access to use the tools, products or services of POTOOLBOX Pty Ltd, individually or on behalf of their Organization;

“Website” means this platform, or “<https://POtoolBox.com/>”, adopted to operate our Services;

“Teams” means any group of individuals that share “Agile Quotations” subscription.

“Data” means any information collected from individuals, generally, apply to any information;

“Personal Data” means any personal information collected from an individual that identifies a natural person concerning an identified or identifiable natural person (i.e. e-mail, date of birth, name).

“Processing” means any operation or set of operations that uses personal data autonomously or not;

“Controller” means any natural or legal person, whether public or private, in charge of decisions on the processing of personal data;

“Processor” means any natural or legal person, whether public or private, who processes personal data on behalf of the controller;

“Third Party” means any natural or legal person, whether public or private, under the control of the controller or the processor, is authorized to perform the processing of personal data.

“GDPR” refers to the Regulation (EU) 2016/679 (General Data Protection Regulation).

2. Description of the Service

POTOOLBOX Pty Ltd provides a tool, Agile Quotation Tool to prepare agile based quotation(s) along with related services or training for the use of the Agile Quotation Tool. The Agile Quotation Tool is made available to you on a subscription basis as a Software as a Service (SaaS) through our website. A subscription is required even for workshops facilitated by POTOOLBOX Pty Ltd, using the Agile Quotation Tool, to complete quotations.

POTOOLBOX Pty Ltd provides the Agile Quotation Tool on a subscription basis, where your subscription provides you with three “quotations” per quarter (each 3 months). If the subscription is paid annually, an additional quote is provided, giving a total of 13 for the 4 quarters (year). Additional quotations or user licences can be purchased at any time by the subscription administrator. See the “pricing page” of potoolbox.com for details.

3. Disclaimer of Liability

The “quotations” created using this website are provided without any guarantees, conditions or warranties as to their accuracy.

POTOOLBOX Pty Ltd does not accept any liability for an incorrect quotation. Note that POTOOLBOX Pty Ltd does not guarantee the accuracy of the final cost, as it depends on the accuracy of the information provided by you for (1) each requirement, (2) the associated effort, (3) the agile team members required for the product. It is an indicative cost based on the data that you have provided.

For the use of our Services, we, as the controllers, will require that you provide to us some information, which is adequate, limited and necessary for our Services.

4. Data

While using our Services, you may submit certain data or content, such as texts and/or images, as well as comments, creating content through our Services. We reserve the rights to use, process, access, display, copy and

store those Customer Data only to provide and improve our services, always consonant to GDPR principles, the dispositions of this instrument and the requirements contained in our Privacy Policy.

We divided the aspect of Data in following way:

Personal Data: We only collect Personal Data directly from you and not indirectly. When you register and use our website, you voluntarily give us:

- Email address
- Name
- Team Members names and email addresses

All the information above can be changed and/or updated by you at any time.

Once you register and start to use our services, you are giving POTOOLBOX Pty Ltd permission to treat your personal data.

On registering you will be requested by POTOOLBOX Pty Ltd for permission to contact you for Sales, Support and Marketing Services.

Data: Indirectly and/or automatically generated or collected information that does not contain any personal information. We may use this Data to improve your user experience.

Organisational Data: We will collect Organisational Data directly from you when you register and use our website. You will provide us with the following organisational data:

- Name
- Address
- Contact details

User ID - our Backend software uses your E-Mail address to provide access and level of access to our website.

Cookies - consist of files with a small amount of data that contain no personal information, commonly used as an anonymous unique identifier. When you simply visit our website, we set them in your browser automatically. We use

them to provide basic features of our Services. However, you can set your browser to refuse cookies. Nevertheless, certain features of our Services may not function properly without them.

5. Functionalities of the Service

POTOOLBOX Pty Ltd provides the following services functionalities as part of our Services:

Agile Quotations – You can create Agile Quotations shareable with your team members, which they have access to at any time. The number of Quotations are limited by the subscription and the number of additional quotations that have been purchased.

Create teams – You can invite team members to access the Agile Quotations. The number of team members that you can invite to edit or just view the quotations is limited depending on your subscription plan and the number of additional user licenses that have been purchased.

Printing your quotation – The Overview page of all “Quotations” are printable. This provides a summary of the quotation.

Export your Features and Enablers – you can export your features and enablers to CSV format for all Medium and Large “quotations”.

POTOOLBOX Pty Ltd may add other functionalities and/or modify some at its own discretion and without further notice to its products, tools, services or website. Notification of any major change in the functionality of our Services will be by our website.

6. Restrictions

Except as expressly permitted, you may not, and shall not allow a POTOOLBOX Pty Ltd user or any third party to; (i) give, sell, rent, lease, timeshare, sublicense, disclose, publish, assign, market, sell, display, transmit, transfer or distribute any portion of our Services, specifically quotations, user licences or emails; (ii) disable or interfere with our security-related features; (iii) reverse engineer, decompile or disassemble, decrypt or, attempt to derive the source code of our Services; (iv) copy, modify, improve, change or create any derivative work of our Services; (v) remove or alter POTOOLBOX Pty Ltd or

any third party's identification, attribution or copyright notices, trademarks, or other proprietary rights joint to or provided as part of our Services.

By accepting this Terms and Conditions, you become aware that POTOOLBOX Pty Ltd is not responsible for any images or comments made by its users with illegal, violent, criminal, racist, sexist or xenophobic content.

However, once POTOOLBOX Pty Ltd becomes aware of this type of conduct, the user responsible for it will be notified, the content will be deleted from the Platform and all the administrative and judicial measures will be taken.

You agree to indemnify, defend and hold harmless POTOOLBOX Pty Ltd, its directors, officers, employees, consultants, agents, and affiliates, from any and all third party claims, liability, damages and/or costs (including, but not limited to, legal fees) arising from your use of this website or your breach of these Terms and Conditions.

7. Children Privacy

If you are under eighteen (18) years of age, then please do not use or access our Services. We do not knowingly collect or maintain Personal Information from persons under eighteen (18) years. If we learn that a person under eighteen (18) years has registered on our website, without their parents or guardian knowledge and communication, we will cancel that user's account and delete any associated Data.

8. Subscription, Renewal, Cancelling

After a free trial, our Services are provided on a subscription basis for a set term as selected and specified for you on your Subscription. The subscription shall automatically renew for additional periods equally to prior periods as agreed, unless either party gives the other notice of non-renewal. The non-renew request should be done using the "Contact Us" form on the potoolbox.com website. The cancellation will take into effect at the end of the current subscription period. The subscription periods are either quarterly (3 months) or annually (1 year).

The price charged during a renewal will be the same as the prior term, unless POTOOLBOX Pty Ltd has provided notice of a pricing increase at least 30 days before the end of such Subscription period. You shall be liable to pay all

applicable fees in connection with such renewal period if notice of cancellation is not received.

If your subscription is not paid within 30 days, POTOOLBOX Pty Ltd reserves the right to suspend all access to the potoolbox.com website.

9. Changing Subscription Model

If at any stage you decide to change your subscription model (Basic, Premium, or Enterprise), contact POTOOLBOX Pty Ltd by using the “Contact Us” form requesting the change. POTOOLBOX Pty Ltd will contact you to discuss the change and the impacts, including pricing quotes (any used and unused).

10. Effect of Termination of Service

After you cancel the paid subscription - and consequently not have access anymore to quotations and features only available to payable subscribers - we will maintain all your quotations and content created in our website in case you change your mind and subscribe again. Therefore, in case of an inactive account we will maintain all your quotations and content created for one (1) year from termination. After that period all your Data will be deleted permanently from our Database.

Note that if you renew your subscription before your data is permanently deleted, you can arrange for your previous data and any previously unused quotations to be made available by paying an agreed amount to POTOOLBOX Pty Ltd. The amount will depend on the length of time between letting your subscription lapse and when you have requested the renewal of your subscription. Contact POTOOLBOX Pty Ltd by using the “Contact Us” form.

11. Complaints

We operate a complaint handling procedure which we will use to try to resolve disputes when they first arise. Please let our customer service team know if you have any complaints or comments by contacting us using the “Contact Us” form.

12. Waiver

If you breach any of the conditions, failure by us to take action will not constitute a waiver of our rights and remedies arising from that breach and we reserve our entitlement to enforce our rights and remedies in relation to that breach or any other situation where you commit a breach of these Terms and Conditions. Any waiver of any provision of the Terms and Conditions will be effective only if it is in writing and executed by POTOOLBOX Pty Ltd.

13. Third-Party Software

Our website contains links to a third-party website for payment services (SecurePay) that is not owned or controlled by POTOOLBOX Pty Ltd. Therefore, we assume no responsibility for that third-party website, in reference to their content, privacy policy, or practices. Please note that POTOOLBOX Pty Ltd will only keep credit card tokens and not any details of your credit card.

14. Intellectual Property Rights

All our services, website and software, including all content contained or displayed on our website, are property of POTOOLBOX Pty Ltd and may be protected by applicable copyright or other intellectual property laws treaties. We reserve all rights in relation to POTOOLBOX Pty Ltd trademark, website content and software provided.

15. User comments, feedback and suggestions

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation

- To maintain any comments in confidence
- To pay compensation for any comments and
- To respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libellous,

defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms and Conditions.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments and files that you load will not contain libellous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

16. Final Provisions

Any provision of these Terms declared invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective only to the extent of such invalidity or unenforceability, without causing invalidity or unenforceability of the remaining terms or provisions of these Terms.

These Terms and Conditions are to be construed in accordance with the laws of Victoria, Australia and in the event of any dispute or claim associated with these Terms and Conditions, that dispute or claim shall be subject to the exclusive jurisdiction of Victoria, Australia.

17. Entire Agreement

The above Terms and Conditions constitute the entire agreement of the parties and supersede any and all preceding and contemporaneous agreements between you and POTOOLBOX Pty Ltd.