

## Curious Thing AI Interview Tool

### Terms of Use

**Version Date:** 30 August 2019

These terms of use apply to use of the Curious Thing Interviewer for the purpose of candidate employment screening and all features, content and additional products and services which may be provided to you in conjunction with that purpose. Capitalised terms used herein and not otherwise defined shall have the meaning as set forth in clause 10 (**Definitions**).

By registering to use the Curious Thing Interviewer, you acknowledge that you have read and understood our Privacy Policy which details how we collect, store, use and disclose personal information, and these Terms. You accept that you are entering into an agreement which is legally binding upon you and any company, organisation or other legal entity on whose behalf you register for use of the Curious Thing Interviewer (**Entity**). You warrant that you have the authority to accept these Terms and to act on behalf of any Entity on whose behalf you register for use of the Curious Thing Interviewer.

## 1 CURIOUS THING INTERVIEWER

### 1.1 Licence to Curious Thing Interviewer

- (a) Curious Thing grants to Licensee and, subject to clause 1.1(b), to Licensee's Authorised Users, a personal, non-exclusive, non-transferable, non-assignable, non-sublicensable licence to access and use the Curious Thing Interviewer in the Territory and during the Term in accordance with your then current Subscription Package and otherwise as set forth in these Terms; and
- (b) Prior to accessing the Curious Thing Interviewer for the first time, Licensee must ensure that each Authorised User has read and understood, and consents in writing to be bound by, these Terms.

### 1.2 Subscription Packages

The Curious Thing Interviewer is available in different Subscription Packages depending on the number of active roles and candidate interviews and functionality required. Licensee acknowledges that its use of the Curious Thing Interviewer, and access to particular functionality or support services, is limited to Licensee's then current Subscription Package.

### 1.3 New Versions and Features

Curious Thing will provide Licensee with access to all new features of the Curious Thing Interviewer that Curious Thing makes generally available to other users. If Curious Thing charges its other users a fee for such additional features of the Curious Thing Interviewer, Licensee shall only be entitled to such additional features upon payment of an agreed additional fee to Curious Thing. Licensee acknowledges that Curious Thing has no obligation to improve, update or further develop the Curious Thing Interviewer for Licensee or Curious Thing's customers generally, and that Curious Thing will only undertake such development (for example, product configuration or 3rd party integration of the Curious Thing Interviewer) as separately agreed in writing.

### 1.4 Authorised User Access to the Curious Thing Interviewer

- (a) Licensee will select a unique corporate user identification name for access to and use of the Curious Thing Interviewer (**Licensee ID**).
- (b) Licensee must ensure that each Authorised User selects a unique user identification name and password for access to and use of the Curious Thing Interviewer (**User ID**). Licensee will be solely responsible for designating the scope of access for each Authorised User within the Curious Thing Interviewer as permitted under Licensee's then current Subscription Package. Licensee must maintain a current list of all Authorised Users and provide it to Curious Thing on request.
- (c) Licensee must notify Curious Thing immediately if any Licensee ID or User ID is lost or stolen, or compromised in any way. Curious Thing will, within twenty four (24) hours after notification that any Licensee ID or User ID has been lost or stolen, or compromised in any way, suspend access to the Curious Thing Interviewer through the notified ID until a new ID can be issued.
- (d) Licensee acknowledges that Licensee is fully responsible for all liabilities incurred through use of any Licensee ID or User ID (whether lawful or unlawful) and that any acts or omissions under a Licensee ID or a User ID will be deemed to have

been undertaken by Licensee. Curious Thing will not be responsible for any liability to Licensee arising out of or in connection with such acts or omissions.

## **1.5 Availability of Curious Thing Interviewer**

- (a) Licensee acknowledges and agrees that there will be circumstances where the Curious Thing Interviewer may be unavailable or its availability may be limited. This may be due to factors including (without limitation):
  - (i) routine or emergency maintenance;
  - (ii) updates, upgrades or other development activity; or
  - (iii) technical malfunctions of the underlying software, equipment, services or infrastructure (e.g. telecommunications connectivity, network congestion or delays) of Curious Thing or third party providers.
- (b) Curious Thing may limit or suspend the availability of the Curious Thing Interviewer to Licensee if, in Curious Thing's reasonable opinion:
  - (i) Licensee breaches these Terms, including its obligation to pay the Fees as and when they are due; or
  - (ii) limitation or suspension is necessary for reasons of public safety, security or maintenance of the Curious Thing Interviewer, interoperability, data protection or to perform work that is necessary for operational or technical reasons.

## **1.6 Changes to the Curious Thing Interviewer**

Curious Thing reserves the right to change or modify the Curious Thing Interviewer at any time. If the change materially adversely affects the functionality of the Curious Thing Interviewer, Curious Thing will give Licensee not less than thirty (30) days written notice of the change. If Licensee does not wish to continue using the Curious Thing Interviewer as a result of any such material adverse change, Licensee may terminate these Terms by notice in writing to Curious Thing not more than thirty (30) days after Curious Thing's notice to Licensee of the change.

## **1.7 Third Parties**

- (a) Curious Thing may use third party software, hardware or services (including hosting services) in providing the Curious Thing Interviewer and may change its providers from time to time.
- (b) Curious Thing will use reasonable efforts to ensure use of such third party software, hardware or services does not result in diminution of the quality of the Curious Thing Interviewer, but will not have any responsibility for any such diminution arising from a defect or failure of such third party software, hardware or services.

## **1.8 Support**

Curious Thing will provide Licensee with the Support Services as described in Licensee's then current Subscription Package.

## 2 DATA AND CONTENT

### 2.1 Licensee Data

- (a) Licensee is solely responsible for all Licensee Data complying with all related applicable laws and regulations (including Applicable Privacy and Data Protection Laws), and for obtaining all necessary consents and licences from third parties to the collection, processing, use and storage of the Licensee Data, including any processing or use by Curious Thing in connection with the Curious Thing Interviewer. Licensee further acknowledges and agrees that Curious Thing is not liable for any loss or damage arising from Licensee's failure to comply with this clause.
- (b) Licensee will take all reasonable measures to preserve the integrity of any and all Licensee Data and to prevent any material corruption or loss of Licensee Data. Except for the obligation set forth under this clause 2.1(b), or as otherwise expressly set forth in these Terms, Curious Thing will not in any circumstances be responsible or liable for any loss of Licensee Data, or any consequential loss or other indirect or special damage suffered by Licensee or any third party in respect of any data or content which is lost, damaged or corrupted.

### 2.2 Rights in Licensee Data

- (a) Licensee grants to Curious Thing, and Curious Thing accepts, an irrevocable, non-exclusive, royalty-free, perpetual, sub-licensable, worldwide licence to use, modify or adapt, or authorise the use, modification or adaptation of and have used, modified or adapted on Curious Thing's behalf, any Licensee Data to the extent necessary to provide the services to Licensee under these Terms.
- (b) Licensee represents and warrants that it owns or has obtained all the rights necessary to grant to the Licensee the licence to the Licensee Data as set out in clause 2.2(a). By submitting or causing the submission of, Licensee Data to Curious Thing through the Curious Thing Interviewer, Licensee acknowledges and agrees that Curious Thing may create its own ideas that may be, or may obtain submissions that may be, similar or identical to Licensee Data Licensee submits. Licensee agrees that Licensee shall have no recourse against Curious Thing for any alleged or actual infringement or misappropriation of any proprietary or other right in the Licensee Data Licensee submits.

### 2.3 Right of Removal

Curious Thing and its designees shall have the right (but not the obligation) in its sole discretion to reject, remove or delete any Licensee Data that violates any of these Terms or any applicable law or regulation, or that Curious Thing otherwise considers to be inappropriate, unlawful or not conforming with its standards or policies. Curious Thing will notify Licensee as soon as practicable following any such rejection, removal or deletion.

### 2.4 Usage Data

Curious Thing will own all right, title and interest in and to any anonymised, aggregated data derived from Licensee's use of the Curious Thing Interviewer (**Usage Data**).

## 3 RESTRICTIONS ON USE

Licensee acknowledges and agrees as follows:

- (a) Licensee may only, and must procure that its Authorised Users only, use the Curious Thing Interviewer as permitted under Licensee's then current Subscription Package and for Licensee's own internal business purposes;
- (b) The Curious Thing Interviewer is provided only for Licensee's benefit and not for the benefit of any other third party including Licensee's affiliates or Authorised Users;
- (c) Licensee shall not, and shall ensure that its Authorised Users do not:
  - (i) sublicense, transfer, sell, rent or otherwise provide access to the Curious Thing Interviewer or any Documentation to any third party, other than as expressly set forth in these Terms;
  - (ii) interfere in any manner with the Curious Thing Interviewer or any services associated therewith, including by uploading any virus, worm, Trojan horse, Easter egg, time bomb, spyware, or other computer code, file or program that is potentially harmful or invasive, or may or is intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment;
  - (iii) reproduce, disclose, decompile, disassemble, reverse engineer or modify the Curious Thing Interviewer, or any aspect of any of the foregoing, or be involved in development or commercialisation of any product or service which competes with the Curious Thing Interviewer or Documentation (or any aspect thereof);
  - (iv) access or attempt to access any data on the Curious Thing Interviewer which is not owned by you or provided on Licensee's behalf;
  - (v) remove, alter or obscure any proprietary notice of Curious Thing or its affiliates, partners, suppliers or the licensors, including any notice of copyright or trade mark, advertisements, or other notices displayed on the Curious Thing Interviewer or Documentation from time to time;
  - (vi) submit or transmit through the Curious Thing Interviewer any material, or otherwise engage in any conduct that:
    - (A) is contrary to law (including Applicable Privacy and Data Protection Laws), defamatory or libellous or is contrary to moral standards; or
    - (B) victimises or degrades, or is threatening or harassing to any individual or group of individuals;
  - (vii) infringe a third party's Intellectual Property Rights;
  - (viii) breach any applicable laws in the jurisdiction in which the Licensee or an Authorised User operates, including Applicable Privacy and Data Protection Laws in connection with access to or use of the Curious Thing Interviewer; or
  - (ix) permit, encourage or take any action to facilitate any person to do any of the foregoing.

## **4 FEES AND PAYMENT**

### **4.1 Subscription Fee**

- (a) During the Term, Licensee will pay to Curious Thing the Fees in accordance with the Licensee's then current Subscription Package.
- (b) If, at any time, Licensee's use of the Curious Thing Interviewer exceeds:
  - (i) the number of active roles;
  - (ii) the number of interviews per active role; or
  - (iii) any other limit associated with a particular Subscription Package,

permitted by your then current Subscription Package, Curious Thing will notify you in writing that you are required to upgrade your Subscription Package. You acknowledge and agree that Curious Thing may suspend any further use of the Curious Thing Interviewer by you until Curious Thing receives payment of additional charges associated with that upgraded Subscription Package.

### **4.2 Changes to Subscription Fee**

Curious Thing may increase the Subscription Fee for any Subscription Package at any time upon not less than ninety (90) days' notice in writing to Licensee. Licensee will be deemed to have accepted such increase for the remainder of the Term unless Licensee gives Curious Thing written notice of non-acceptance within thirty (30) days of the change occurring, in which case these Terms shall automatically terminate.

### **4.3 Invoicing**

Curious Thing shall invoice Licensee by email for the Fees, which shall be payable monthly in advance. If Curious Thing has not received payment of the relevant Fees by the due date for those Fees, interest shall accrue the lower of 3% per annum above the Reserve Bank of Australia 'Cash Rate' target, or the maximum permitted by law, on the outstanding portion of any invoice which remains due and unpaid, calculated from the date such amount was due until the date that payment is received by Curious Thing.

## **5 WARRANTIES**

Licensee represents and warrants that each of the following statements is true and correct and will be true and correct during the Term:

- (a) it has the power to enter into and perform its obligations under these Terms, to carry out the transactions contemplated by these Terms; and
- (b) to the extent that the Licensee Data comprises any Personal Information:
  - (i) that Personal Information has been collected, stored, used and disclosed in accordance with Applicable Privacy and Data Protection Laws;
  - (ii) that Personal Information will be stored in a manner which complies with Applicable Privacy and Data Protection Laws; and

- (iii) the use of that Personal Information by Curious Thing as contemplated by these Terms will not result in a breach of Applicable Privacy and Data Protection Laws.

## **6 PROPRIETARY RIGHTS**

### **6.1 Ownership**

- (a) Each party will continue to exclusively own all Intellectual Property Rights it owns as at the date of these Terms, or which are developed or created independently of these Terms.
- (b) As between Licensee and Curious Thing, Licensee agrees that all right, title and interest in and to the Curious Thing Interviewer and Documentation (including all Intellectual Property Rights therein) is owned exclusively by Curious Thing. Other than as expressly set forth in these Terms, Curious Thing does not grant to Licensee or its Authorised Users any rights or licenses of any kind, and all implied rights and licenses are hereby expressly excluded.
- (c) Subject to clauses 6.1 and 2.2(a), as between Licensee and Curious Thing, Curious Thing acknowledges and agrees that all right, title and interest in and to any Licensee Data (including all Intellectual Property Rights therein), is owned exclusively by Licensee.

### **6.2 Feedback**

Licensee grants to Curious Thing, a royalty-free, worldwide, transferable, sub-licensable, irrevocable and perpetual licence to use, share, commercialise, exploit and incorporate into the Curious Thing Interviewer any suggestions, enhancement requests, recommendations or other feedback provided by Licensee or an Authorised User, relating to the Curious Thing Interviewer.

## **7 INDEMNIFICATION; DISCLAIMER; LIMITATION OF LIABILITY**

### **7.1 Indemnification**

Licensee shall defend, indemnify and hold harmless Curious Thing, its directors, officers, employees and agents, from and against any and all claims, loss, damage and liability (including attorney's fees) of any kind arising out of or in connection with a breach of these Terms by Licensee or its Authorised Users or the use or misuse of any Licensee ID or User ID under these Terms, or any claim that the Licensee Data (or any use thereof) has caused harm to a third party.

### **7.2 Disclaimer; Limitation of liability**

- (a) Curious Thing does not represent that use of the Curious Thing Interviewer will be secure, timely, available, uninterrupted, bug-free or error-free or that the Curious Thing Interviewer will meet Licensee's requirements or that all errors in the Curious Thing Interviewer or Documentation will be corrected or that the Curious Thing Interviewer will be free of viruses or other harmful components. The Curious Thing Interviewer and Documentation is provided 'as is' and Curious Thing hereby disclaims all other warranties, express or implied. Licensee assumes all responsibility for determining whether the Curious Thing Interviewer and the information generated thereby is accurate or sufficient for your purposes.

- (b) In no event shall Curious Thing be liable to Licensee for any incidental, consequential, punitive, special or indirect damages of any type or kind arising out of or in connection with these Terms, however caused, whether from breach of agreement, tort (including negligence) or any other legal cause of action and whether or not the party has been advised of the possibility of such damages.
- (c) Curious Thing's maximum aggregate liability to liability arising out of or in the connection with these Terms shall in no case exceed the fees paid by Licensee to Curious Thing in the twelve (12) months preceding the occurrence of the event giving rise to such liability.
- (d) Terms, conditions, warranties and guarantees implied by law (including the *Competition and Consumer Act 2010 (Cth)*) may apply to these Terms to the extent required by those laws (**Non-Excludable Guarantees**). Nothing in these Terms restricts, excludes or modifies, or purports to restrict, exclude or modify, any Non-Excludable Guarantee. Where Curious Thing is permitted to limit Licensee's remedy against it for breach of a Non-Excludable Guarantee, Curious Thing's liability to Licensee for breach of that Non-Excludable Guarantee is limited, at Curious Thing's election, to:
  - (i) in the case of goods: replacement of the goods or the supply of equivalent goods, repair of the goods, payment of the cost of replacing the goods or acquiring equivalent goods, or payment of the cost of having the goods repaired; and
  - (ii) in the case of services: either resupplying the services or payment of the cost of having the services supplied again.

## 8 TERM, TERMINATION AND EFFECTS

### 8.1 Term

These Terms shall commence on the Commencement Date and continue until terminated by either party (**Term**).

### 8.2 Termination

- (a) Either party may terminate these Terms with immediate effect by written notice to the other party if the other party:
  - (i) breaches any provision of these Terms and fails to remedy the breach within fourteen (14) days of receiving notice requiring it to do so;
  - (ii) is wound up, has an administrator appointed to it, a receiver appointed to any of its assets, enters into any arrangement, assignment or composition with any of its creditors or any of them or becomes insolvent;
  - (iii) upon delivery of a notice of non-acceptance under clause 11(d); or
  - (iv) ceases to carry on its business.
- (b) Curious Thing may terminate these Terms at any time during the Term;
  - (i) for convenience upon not less than sixty (60) days' written notice to you; or

- (ii) immediately by notice in writing to Licensee if Licensee breaches clause 1.1 (Licence), 3 (Restriction on Use), 6.1 (Proprietary Rights), 9 (Confidentiality).
- (c) Without limiting Curious Thing's rights under clause 8.2(b), Curious Thing may suspend these Terms (and all access to and use of the Curious Thing Interviewer) if at any time Licensee is in breach of these Terms.

### 8.3 Effects of Termination

- (a) Upon termination or expiration of these Terms for any reason:
  - (i) any amounts owed to Licensee under these Terms before such termination or expiration will be immediately due and payable;
  - (ii) all rights, including rights of access to the Curious Thing Interviewer and Documentation, granted in these Terms will immediately cease, and Curious Thing will cease making the Curious Thing Interviewer and Documentation available to Licensee and its Authorised Users;
  - (iii) Licensee must promptly discontinue all use of the Curious Thing Interviewer and Documentation;
  - (iv) Licensee must promptly discontinue all use of the Licensee ID and any User ID; and
  - (v) Curious Thing will, as reasonably requested in writing by you, deliver to Licensee a copy of all Licensee Data. Licensee reserves the right, in Licensee's sole discretion, to delete Licensee Data stored by Licensee in connection with the Curious Thing Interviewer within thirty (30) days after these Terms are terminated. It is the sole responsibility of Licensee to retain records of Licensee Data used in conjunction with the Curious Thing Interviewer.
- (b) Sections 2.2 (Rights in Licensee Data), 2.4 (Usage Data), 3 (Restriction on Use), 4 (Indemnification), 8.3 (Effects of Termination), 6 (Proprietary Rights), 9 (Confidentiality) and 10 (General Provisions) will survive expiration or termination of these Terms.

## 9 CONFIDENTIALITY

### 9.1 Confidentiality Obligations

- (a) Each party in receipt of Confidential Information (the **Receiving Party**) must maintain in confidence all Confidential Information disclosed to it by the other party (the **Disclosing Party**). The Receiving Party must not use or disclose Confidential Information of the Disclosing Party except as contemplated by these Terms.
- (b) The Receiving Party must protect the Disclosing Party's Confidential Information with the same standard of care that the Receiving Party uses to protect its own confidential information, but in no event less than a reasonable degree of care.
- (c) The Receiving Party shall promptly notify the Disclosing Party of any unauthorised disclosure or use of any Confidential Information that comes to the Receiving Party's attention and shall take all action that the Disclosing Party

reasonably requests to prevent any further unauthorised use or disclosure thereof.

## **9.2 Exceptions**

The obligations of confidentiality contained in this clause 9 will not apply to any information to the extent that it can be established by the Receiving Party that the information:

- (a) was available to the public prior to the Disclosing Party's first disclosure to Receiving Party;
- (b) is lawfully received by the Receiving Party from a third party having no obligation of confidentiality with respect to such information;
- (c) is independently developed by the Receiving Party without access to or use of the Confidential Information of the Disclosing Party; or
- (d) is required to be disclosed by judicial or governmental order, provided that the Receiving Party will give the Disclosing Party prompt notice of such requirement and cooperate with the Disclosing Party in the event that the Disclosing Party elects to contest such disclosure or seek a protective order with respect to such disclosure.

## **9.3 Return of Confidential Information**

The Receiving Party must, at the request of the Disclosing Party, immediately deliver to the Disclosing Party (or destroy) all documents or other materials containing or referring to that Confidential Information which are in its possession, power or control or in the possession unless the receiving party has a right under these Terms, or at law, to retain it.

## **9.4 Injunctive Relief**

- (a) The Receiving Party acknowledges that a breach by the Receiving Party of any of its obligations under these Terms would irreparably harm the Disclosing Party and damages would not be an adequate remedy for any such breach.
- (b) If the Receiving Party actually breaches or threatens to breach these Terms, the Disclosing Party will be entitled to seek equitable remedies (including injunctive relief or specific performance as a remedy) in addition to other available relief without proof of actual or special damage.

## **10 PUBLICITY; BRANDING**

With Licensee's written permission in each instance (not to be unreasonably withheld) Curious Thing may promote its relationship with Licensee in its marketing and promotional activities and otherwise on the Curious Thing Interviewer and Licensee in turn agrees to promote Curious Thing as one of its key partners. Each party hereby grants to the other a limited, revocable licence to undertake such co-branding on terms consistent with a party's branding guidelines provided to the other party for the purposes of such co-branding activities.

## 11 GENERAL PROVISIONS

### (a) **Independent contractors**

The parties are independent contractors with respect to each other. Nothing in these Terms shall be construed as creating an employer-employee relationship, a partnership, agency relationship or a joint venture between the parties.

### (b) **Assignment**

Licensee may not assign these Terms (by operation of law or otherwise) without Curious Thing's prior written consent (which consent Curious Thing may grant or withhold in its sole discretion).

### (c) **Exclusivity**

The rights granted to Licensee to use the Curious Thing Interviewer are personal and non-exclusive. Nothing shall prevent Curious Thing from providing the Curious Thing Interviewer or any other product, software, goods or services to any third party.

### (d) **Modifications**

Except as otherwise set forth in these Terms, Curious Thing may modify these Terms by notice in writing to Licensee and shall simultaneously post the modified terms on the Curious Thing Website. Licensee will be deemed to have accepted the modified terms unless Licensee gives Curious Thing written notice of non-acceptance within fourteen (14) days of such notice from Curious Thing.

### (e) **Governing Law**

These Terms and any disputes arising out of or in connection with these Terms, shall be governed by and construed in accordance with the laws of New South Wales, Australia. The parties unconditionally submit to the non-exclusive jurisdiction of the courts located in New South Wales, Australia to adjudicate any disputes arising out of or in connection with these Terms.

### (f) **Severability**

In the event that any provision of these Terms conflicts with governing law or if any provision is held to be null, void or otherwise ineffective or invalid by a court of competent jurisdiction:

- (i) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law; and
- (ii) the remaining terms, provisions, covenants and restrictions of these Terms shall remain in full force and effect.

### (g) **No waiver**

No waiver of any breach of any provision of these Terms shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof and no waiver shall be effective unless made in writing and signed by an authorised representative of the waiving party.

(h) **Entire Agreement**

The foregoing constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or communications, including any quotations or proposals submitted by the parties.

(i) **Notices**

A notice, demand, consent, approval or communication under these Terms (Notice) must be in English and duly authorised by the sender and:

(i) sent by email to:

(A) if addressed to Curious Thing: Level 6, 11-31 York Street, Sydney NSW 2000; and

(B) if addressed to Licensee: at the email address provided to Curious Thing on account signup,

or as varied by any Notice given by the recipient to the sender prior to sending; or

(ii) delivered through your online account management page.

(j) **Execution**

These Terms may be executed or adopted online, or in counterparts which, taken together, shall be regarded as one and the same instrument.

(k) **Interpretation**

In these Terms, except where the context otherwise requires: headings are inserted for convenience only and do not affect the interpretation or construction of these Terms; the singular includes the plural and vice versa; a reference to a clause or schedule is to a clause of, or schedule to, these Terms, and a reference to these Terms includes any schedule; another grammatical form of a defined word or expression has a corresponding meaning; a reference to a party is to a party to these Terms; a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity; a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them; the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions; and a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of these Terms or any part of it.

(l) **Definitions**

In these Terms:

**Applicable Privacy and Data Protection Laws** means the following:

(i) the privacy, security, and data protection laws, rules, and regulations of any jurisdiction which apply to the collection, storage, use or disclosure of

Personal Information under these Terms, and all then-current industry standards, guidelines, and practices with respect to privacy, security, and data protection; and

- (ii) the applicable privacy policies of either party as well as policies and guidelines applicable to any of the foregoing provided by one party to the other in written form from time to time.

**Authorised User** means Candidates and any persons (including employees, consultants and contractors of the Licensee) who are required to access the Curious Thing Interviewer in accordance with written roles and responsibilities issued by the Licensee.

**Candidate** means an individual seeking employment with the Licensee who has been invited by the Licensee to participate in an interview with the Curious Thing Interviewer as part of the Licensee's interview process.

**Candidate Data** means all data and content uploaded to the Curious Thing Interviewer by Candidate or on behalf of Candidate, or otherwise made available to Curious Thing via the Curious Thing Interviewer, including but not limited to responses to Candidate interview questions, email addresses, first and last names and telephone numbers.

**Curious Thing, us, we** and similar expressions means Curious Thing Pty Ltd ACN 627 686 024.

**Curious Thing Interviewer** means the current version of the Curious Thing Conversational AI Interview Platform and all proprietary APIs, software, innovations, methodologies and technology which are embodied in the platform or used by Curious Thing to provide the platform.

**Curious Thing Website** means the website located at <https://www.curiousthing.io/> and all subdomains thereof.

**Documentation** means any materials or documentation provided in connection with your use of the Curious Thing Interviewer.

**Fees** mean the fees payable by Licensee in connection with Licensee's access to the Curious Thing Interviewer each month, or part thereof.

**Free Subscription** means the scope of use of the Curious Thing Interviewer 'Free Subscription' package which is more fully described on the Curious Thing Website.

**Intellectual Property Rights** means all intellectual property rights, including:

- (i) patents, copyrights, trade secrets or rights to have information kept confidential, rights in circuit layouts, database rights, design rights, trade marks, service marks (in each case, whether registered or unregistered, registrable or unregistrable throughout the world), and domain names; and
- (ii) any application or right to apply for registration of any of the rights referred to in paragraph (i).

**Licensee** means the person named as the account holder on the sign up page of the Curious Thing Website.

**Licensee Data** means all data and content uploaded to the Curious Thing Interviewer by Licensee or on behalf of Licensee, or otherwise made available via the Curious Thing Interviewer, including but not limited to Candidate Data, Candidate interview questions, email addresses, first and last names and telephone numbers, but excluding Usage Data.

**Personal Information** has the meaning given to that term in the *Privacy Act 1988* (Cth).

**Premium Subscription** means the scope of use of the Curious Thing Interviewer 'Premium Subscription' package which is more fully described on the Curious Thing Website.

**Privacy Policy** means the privacy policy located on the Curious Thing Website.

**Standard Subscription** means the scope of use of the Curious Thing Interviewer 'Standard Subscription' package which is more fully described on the Curious Thing Website.

**Subscription Package** means the Free Subscription, Standard Subscription and Premium Subscription as applicable.

**Support Services** mean the support services which are made available to the Licensee and its Authorised Users as set forth in the Licensee's then current Subscription Package.

**Terms** means the terms and conditions governing the use of the Curious Thing Interviewer as set forth in this document or communicated to the Licensee from time to time.

**Usage Data** has the meaning given to that term in clause 2.4.