

See browser Terms of Use Agreement

1. Introduction

In this Terms of Use Agreement, 'us' 'we' or 'our' means PLAYGROUND XYZ HOLDINGS PTY LTD (ABN 76 607 526 027) and our related bodies PLAYGROUND XYZ AUSTRALIA PTY LTD (ABN 42 607 532 365), PLAYGROUND XYZ IP PTY LTD (ABN 66 607 532 025), PLAYGROUND XYZ EMEA LTD (UK Company No. 10802474) and PLAYGROUND XYZ ASIA PTE. LTD. (SG Registration No. 201809380E).

This Agreement is a legal document, which sets out your rights and obligations, and those of Playground XYZ (**us**), in relation to our See browser service (**See browser**). You must take the time to read and understand it before signing up to use See browser. By using See browser, you accept that you are entering into a contract with us on the terms of this Agreement. See browser is available only to those individuals who are over the age of 18 years and have access to a iPhone X, XS, XS Max, XR on Operating System iOS 12 or later who are invited by Playground to participate.

2. See browser and Sessions

- Participants may register their interest for See browser through our website (**Direct user**) (www.seebrowser.com) or be recruited through a provider or agency (**Recruited user**).
- Direct users are to enter the See browser using their email address associated with their PayPal account,
- Recruited users will be supplied a unique through the provider or agency and are to enter the See browser using their unique code.
- A See browser invitation allows those invited participants to See browser (**See browser user**) to interact with content (including articles, advertisements, marketing material and surveys) that we make available from time to time (**See browser session**). A See browser session may include an activity provided by us or a third party. A See browser activity will earn you payment upon satisfactory completion of the session - see clause 10 below.
- As a See browser user you will have access to See browser where a user can use See browser in the specified way to earn payment.
- Each See browser session will only be available for a specified period of time or until a set quota of responses for that session has been reached. Before you complete a See browser session, you will be able to see for how long the See browser session is expected to be available, the expected time to complete it and the payment you can earn for successfully completing it.
- For directly recruited participants, payment will be made within 30 days of a satisfactory completion of a See browser session to the registered PayPal account. For participants recruited through a third party such as a provider or agency, upon satisfactory completion, the payment terms will be those of of the third party.

- The session must be completed by the specified due date to be eligible for payment. In some instances, we may be able to grant a time extension if it is possible. Most likely however it will not be possible to grant a time extension.
- When you participate in a See browser session, you must ensure that you comply with the See Browser Session Rules – see Clause 9 below.

3. Invitations to, and screening of, See browser session

- If we determine that you qualify, or are likely to qualify, for a particular See browser session, that See browser session will be made available to you via email or notification from the See browser application where we will send you an invitation to complete a See browser session via Email.
- Note that sometimes a See browser session will require you to answer some initial questions to determine whether you qualify to complete the remainder of the See browser session: we call these “Screener Questions”. If, as a result of completing Screener Questions, you are prevented from completing the rest of the See browser session, you will not be entitled to any payment for your answering of the Screener Questions.
- The See browser may also require you to complete tasks we call “Calibration Tasks” related to configuring the application to work. These can occur both at the start of the app and throughout and are a prerequisite for the See browser working properly. If for any reason you cannot complete the “Calibration Tasks” then you will not be entitled to payment.

4. Payment for completing See browser session

- Some See browser session completions have payment offered for their successful completion. Other See browser sessions have no payment associated with them for successful completion.
- Where a completion of a See browser session has a payment associated, this will be identified to the user upon recruitment for the session and will be credited to you when you successfully complete the relevant See browser session. Note that your participation in a See browser is monitored for compliance with the See browser session rules (see Clause 9 below). If you are found, in our reasonable opinion, to have breached any of the See browser session rules, you will not be entitled to any payment for the affected session.
- For direct participants (Direct users), payment will be made within 30 days of a satisfactory completion of a See browser session to the registered PayPal account. For participants recruited through a third party (Recruited users) such as a provider or agency, upon satisfactory completion, the payment terms will be those of the third party.

5. Non-compliance and Payment

- Note that we use software which automatically monitors the completion of See browser sessions and we perform manual quality checks of the responses to the See browser sessions (where responses are prompted) (see Clause 9 below). If that software or manual quality check shows that you are likely not to be complying with our See browser session rules, you will be deemed not to have successfully completed the relevant See browser session (and will not receive any payment for it).
- We also reserve the right to remove you from See browser participation if we find or reasonably believe that you have seriously breached this Agreement or any other agreements between you and us.

6. Intellectual Property

- When you provide a response to See browser session (where a response is prompted), you grant to us a perpetual, irrevocable, worldwide, royalty free, unrestricted licence to use all intellectual property subsisting in, and waive all rights to enforce any or moral rights that you may hold, in that response. You agree that we have the right to exploit the responses in any manner it deems appropriate, whether in individual or aggregated form. However, note that we will not provide any of your responses to a third party without anonymising the response, unless you give us express permission to do so.
- All copyright and other intellectual property in See browser belongs to us and/or the party that commissions the See browser session. You must not copy, modify, publish, create derivative works of, or in any other way appropriate or exploit See browser whether for a commercial or non-commercial purpose.

7. Technical Issues

If you experience any technical issues in completing a See browser session, or do not receive the payment you believe you should have received for completing a See browser session, please contact our customer service team and we will work to resolve the problem as expeditiously as we are reasonably able. If you have been unable to complete the See browser session, we will try to enable you to go back and complete that See browser session although we cannot guarantee that you will be able to do so.

8. Privacy Policy

When you register to participate in See browser, you may provide us with additional information about yourself as outlined in the <https://playground.xyz/privacy/see-browser-direct-collection-notice.pdf> and <https://playground.xyz/privacy/privacy-policy.pdf>.

For the purposes of See browser, we will use these details for the following purposes:

- to determine whether you qualify for a particular See browser session;
- to send you See browser sessions information;
- as anonymised, aggregated information for internal analysis of See browser usage or activity more generally;
- as anonymised, aggregated information for third party analysis of consumer activity.

Nothing in these terms limits our use, storage and disclosure of these details in accordance with our Privacy Policy. Our Privacy Policy (<https://playground.xyz/privacy/privacy-policy.pdf>) includes important information about our collection, use and disclosure of your personal information (including to provide you with targeted advertising based on your online activities). It explains that if you do not provide us with information we have requested from you, we may not be able to provide you with the goods and services you require. It also explains how you can access or seek correction of your personal information,

In Australia, we are bound by the Australian Privacy Principles contained in the Privacy Act 1988 (Cth) (Privacy Act). For individuals located within the European Union, we also comply with the General Data Protection Regulation (EU) 2016/679 (GDPR). Our Privacy Policy explains how you can complain about a breach, or access or correct your personal information.

All answers you provide in a See browser session or information collected about you and your responses to a See browser session will be anonymised before being provided to any third party who has commissioned or sponsored a See browser session.

9. See Browser Session Rules

When completing a See browser session, you must comply with the following rules (the See Browser Session Rules):

- You are entitled to register once only.
- You are entitled to register a device once only. This means no two users can register from a single device. If a second user registers to a device, only the first user will have a payment honoured if they meet all other qualifying criteria.
- You are entitled to register only during active participant recruitment periods.
- You are required to undertake the session under the conditions we specify, which can include (but are not limited to):
 - a. Daylight hours

- b. Specified device: iPhone X, XS, XS Max, XR on Operating System iOS 12 or later
 - c. Maintain strong internet connectivity via wifi or a cellular connection such as 3G or 4G
 - d. Limit excessive movement of device, body or head
 - e. Complete in a well lit environment
 - f. Minimise external distractions through noise or device notifications
 - g. Navigate to external content not specifically provided by the See browser
- Understand that payment will be facilitated differently based on the channel you were recruited through. Channel payment terms outline below:
 - a. If you were recruited directly by us (Direct user), payment will be facilitated via PayPal and It is your responsibility to ensure you provide us with a email address that is correctly associated with a PayPal account so we can facilitate payment upon successful See browser session completion. We we not be liable for payment if the PayPal account information provided was incorrect.
 - b. If you were recruited by a third party (Recruited user) such as an agency or platform, your payment will be facilitated via the method they agree with you.
- You must provide responses honestly and in good faith.
- For open-ended answers, you must not use:
 - a. offensive or inappropriate language; or
 - b. incomprehensible free text responses such as “sadsadf” or “qwfwfwfwf”.
- You must not rush through a See browser session. All responses will be checked for actual completion time against the estimated completion time. We may treat completing a See browser session significantly faster than its estimated completion time as a breach of these See browser session rule.
- You should complete the See browser activities in a single session. If you close the application or lose connectivity then you might need to complete all assigned activities again.
- You must not provide responses that are inaccurate.
- You must not copy, modify, publish, or create derivative works of, the See browser.
- For free text responses, you must provide all responses in English.
- You must complete each See browser session in accordance with the instructions provided (if any).

10. Satisfactory completion of a See browser session

To complete a See browser session satisfactorily and therefore qualify for payment, you must do the following:

- Comply with all See Browser Session Rules - as outlined in clause 9 above.
- You must browse the content normally for the duration of the allotted time
- To the best of your ability you should maintain calibration and avoid poorly lit environments, excessive movement, or night time
- Complete any survey questions allocated to you truthfully

- You must not copy, modify, publish, or create derivative works of, the See browser.

11. Consequence of Breaching this Agreement

We reserve the right to suspend or terminate you from See browser if in our reasonable view you appear to be in breach of any material provision of this Agreement.

12. Operation of See browser

- We reserve the right to withdraw, modify or suspend aspects of See browser where we have legal, security, technical or commercial reasons to do so. There may also be times when See browser becomes inaccessible as a result of technical difficulties experienced by us or on the Internet; we will, however, use reasonable skill and care to overcome these difficulties where they are within our control. Please note, however, that we cannot guarantee continuous access to See browser or any of the content that appears on it.
- Nevertheless, we will strive to ensure that any periods of planned unavailability are kept to a minimum.

13. Liability

We do not exclude any rights and remedies in respect of goods or services under the Australian Consumer Law in the Competition and Consumer Act 2010 (ACL) which cannot be excluded, restricted or modified. However, we exclude all other rights, remedies, guarantees, conditions and warranties in respect of your access whether based in statute, common law or otherwise to the extent permitted by law. To the fullest extent possible and subject to our liabilities and obligations under the ACL

- We and our related entities do not warrant the accuracy of the content on this site or in See browser. The content is provided to you “as is” and on an “as available” basis and on the condition that you undertake all responsibility for assessing the accuracy of the content and rely on it at your own risk. The See browser program and all content on this app or in See browser sessions may be changed at our sole discretion and that of our related entities without notice.
- We and our related entities will have no responsibility or liability in relation to any loss or damage that you incur, including damage to your software or hardware, arising from you

being a See browser user, accessing the See browser or completing a See browser session.

- We and our related entities do not warrant that functions contained in this app, such as hyperlinks, will be uninterrupted or error free, that defects will be corrected or that See browser or the server that makes it available, are free of viruses or bugs.
- For the avoidance of doubt, we will not have liability to you or any other person in respect of material within See browser.
- The provisions of this Clause 13 shall survive the termination or expiry of this Agreement.

14. Indemnity

You indemnify us, our related companies, and each of their directors, officers, employees and agents against any action, claim, loss or expense which it incurs which arises from or in connection with you being a See browser user, accessing the See browser or completing a See browser session, or your use of this site, app.

15. Assignment

We reserve the right to assign this Agreement, and to assign or subcontract any or all of our rights and obligations under this Agreement, but will not do so in such a way as to reduce any guarantees you are given under this Agreement. You may not without the written consent of us assign or dispose of this Agreement, nor subcontract any of your rights and obligations under it.

16. Entire Agreement

This Agreement is intended to contain your entire agreement with us relating to See browser.

17. Changes to this Agreement

We reserve the right to change this Agreement from time to time. When we do so, we will post the new version of the Agreement on www.seebrowser.com/terms (**See browser site**), and the new version of these terms and conditions will take effect, and will govern See browser and your relationship with us:

- commencing no less than thirty days after the date of posting (or such later date as we indicate in the relevant posting), if any of the changes is to an operative provision of this Agreement which is capable of adversely affecting you; if you do not wish to be governed by the new version of the Agreement, you may notify us on or before the date when the new version of the Agreement is to take effect, and from that date you must cease to use See browser; or
- immediately upon the date of posting (or such later date as we indicate in the relevant posting), if the changes are not to operative provisions, or not capable of adversely

affecting you - examples of which would include, without limitation, changes to contact details referred to, or the refinement of provisions that are already included, in this Agreement.

18. General

In the event that any term of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall remain valid and enforceable. No independent contractor, agency, partnership, joint venture or employee-employer relationship is intended or created by this Agreement. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.

19. Law

This Agreement, and our relationship with you and each **See browser user**, is governed by the laws of the State of New South Wales, Australia.

You and we each submit to the non-exclusive jurisdiction of the courts of New South Wales in relation to disputes arising in connection with this Agreement.

20. Keeping this Agreement

You can access these terms and conditions at www.seebrowser.com/terms. Please make a durable copy of this Agreement by printing and/or saving a downloaded copy on your own computer. It is offered in English only.

21. Contact

We are PLAYGROUND XYZ, and our address for correspondence and queries is Level 11, 61 York St, Sydney 2000, NSW Australia. Our representative within the European Union is: PLAYGROUND XYZ EMEA LTD (UK Company No 10802474) 2nd Floor Waverley House 7-12 Noel Street London, W1F 8GQ United Kingdom.

Please note that all communications (including formal notices) under this Agreement are to be sent and received by email. For this purpose, your notices should be sent via our email (seebrowser@gmail.com) we will send our notices to you at the email address you provide to us.