

# Balloons, Flowers, Fireworks

ABN: 97 922 430 270

## 'BFF LIVE' END USER LICENSE



[www.bfflive.com](http://www.bfflive.com)

## PLEASE READ THIS POLICY CAREFULLY BEFORE USING THIS SITE

### Balloons Flowers Fireworks: End User License Agreement (EULA)

#### INTRODUCTION

This is the End User License Agreement (EULA) of BFF Live (we or us). We respect your privacy and are committed to protecting your personal information. This EULA (together with our privacy policy) and any additional terms of use incorporated by reference into the privacy policy), applies to your use of our website and services as outlined in our Terms of Service [ [CLICK TO REVIEW](#) ].

This privacy policy outlines your privacy rights and how you are protected under the law. Our services are not intended for children and we do not knowingly collect data relating to children. It is important that you read this privacy policy together with any other privacy notice or fair processing notice we may provide on specific occasions when we are collecting or processing personal information about you so that you are fully aware of how and why we are using your information. This privacy policy supplements the other notices and is not intended to override them. It is also important that the personal information we hold about you is accurate and current. Please keep us informed if your personal information changes during your relationship with us. We review this privacy policy regularly and occasionally may need to change or update it. Any updated versions will be posted on the website and will be effective from the date of posting. This privacy policy was last updated on the 19th of Oct 2022. Where appropriate, you will be notified by email or when you next access our service during a campaign. The new policy may be displayed on-screen, and you may be required to read and accept the changes to continue your use of the service.

#### DEFINITIONS AND INTERPRETATION

Our Services are always subject to change in line with developing technologies and we regularly introduce new and revised product offerings.

Unless the context otherwise requires, the following definitions are as follow;

: **'Company'** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to 'Balloons Flowers Fireworks' (and 'BFF Live'), a business registered in Australia. Our ABN is: 97 922 430 270

: **'Website'** refers to BFF Live, accessible from <https://www.bfflive.com/>, its associated web domains and its associated social media platforms.

: **'Services'** refers to the services offered by us only, as outlined on the Website. This may include, but is not limited to Design Assets, Software, Third Party Apps and Third-Party Media Services.

: **'You'** means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

: **'Affiliate'** means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.

: **'Device'** means any device that can access the Service such as a computer, a cellphone or a digital tablet.

: **'Content'** refers to text, images, or other information that can be posted, uploaded, linked to or otherwise made available by You, regardless of the form of that content.

: **'Third-party Media Service'** means any services or content (including data, information, software, products or services) provided by a third-party that may be displayed, included or made available by the Service.

: **'Goods'** refer to the items offered for sale via the Website.

: **'Orders'** mean a request by You to purchase Goods from Us.

: **'Promotions'** refers to contests, sweepstakes or other promotions offered through the Service.

: 'End User' refers to any individual, including You, interacting with the Service. This includes and is not limited to (i) generating, displaying and posting content; (ii) interacting with the Service online via a device; (iii) and/or interacting with the Service operated by You or Us at a physical location

## **1. GRANT AND SCOPE OF LICENCE, MINOR CHANGES, UPDATES AND UPGRADES**

1.1 In consideration of you agreeing to abide by the terms of this License, the Licensor hereby grants to you a non-exclusive, revocable and non-transferable licence for a single client to use, load, install and run one service on the terms of this Licence for a period as set out in our general terms and conditions until terminated in accordance with this Licence or our general terms and conditions.

1.2 You may: 1.2.1 access and use the Service only; 1.2.2 provided it is used at any one time when running the event or in the case of using an APP on only one device owned or leased by you, transfer the Service from one computer to another; 1.2.3 provided you comply with the provisions in paragraph 2, make only one copy of the Software for back-up purposes; and 1.2.4 receive and use any free supplementary software code or update of the Software incorporating "patches" and corrections of errors as may be provided by the Licensor from time to time; and 1.2.5 use any Documentation in support of the use permitted under paragraph 2 and make one copy of the Documentation if reasonably necessary for its lawful use.

1.3 We may update or require you to update the service, provided that the Service shall always match the description of it that we provided to you before you bought it.

1.4 If you have purchased a licence to use a Virtual Campaign or related Service, it is agreed that you shall be permitted to share the link to such Virtual Campaign with such number of persons as you may in your sole discretion determine. The terms of this Licence shall apply mutatis mutandis to all such persons with whom the link is shared.

## **2. Restrictions**

2.1 Except as expressly set out in this Licence or as permitted by any local law, you undertake: 2.1.1 not to copy the Software or Documentation, except where such copying is incidental to normal use of the Service or where it is necessary for the purpose of back-up or operational security; 2.1.2 not to rent, lease, sub-license, loan, translate, merge, adapt, vary, alter or modify, the whole or any part of the Service or Documentation nor permit the Service or any part of it to be combined with, or become incorporated in, any other programs; 2.1.3 not to disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Service nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the Service to obtain the information necessary to create an independent program that can be operated with the Service or with another program (Permitted Objective), and provided that the information obtained by you during such activities: 2.1.3.1 is used only for the Permitted Objective; 2.1.3.2 is not disclosed or communicated without the Licensor's prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; and 2.1.3.3 is not used to create any software that is substantially similar in its expression to the Service; 2.1.4 to keep all copies of the Service secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Service; 2.1.5 to include our copyright notice on all entire and partial copies of the Service in any form; 2.1.6 not to provide, or otherwise make available, the Service in any form, in whole or in part (including, but not limited to, program listings, object and source program listings, object code and source code) to any person without prior written consent from us; and 2.1.7 to comply with all applicable technology control or export laws and regulations.

### **3. Intellectual property rights**

3.1 You acknowledge that all intellectual property rights in the Service and the Documentation throughout the world belong to us, that rights in the Software are licensed (not sold) to you, and that you have no intellectual property rights in, or to, the Software or the Documentation other than the right to use the Service and the Documentation in accordance with the terms of this Licence.

3.2 You acknowledge that you have no right to have access to the Software in source code form other than as expressly provided in this Licence.

### **4. Licensee warranties and indemnity**

4.1 You warrant that: 4.1.1 You shall strictly comply with all export laws and regulations to ensure that neither the Software nor any technical data related thereto nor any direct product thereof are exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations; 4.1.2 You are older than the age of 13; 4.1.3 You shall not, during your use of the Software, gather the personal information of any person under the age of 13 unless such person's parents specifically consent to the gathering of such personal information; 4.1.4 You shall not, during your use of the Software, gather the medical information of any person for any reason whatsoever; 4.1.5 You shall, for so long as this Licence remains in effect, remain solely liable for the processing of personal information collected by you in accordance with the provisions of any laws relating to the processing of personal information which apply in your jurisdiction; 4.1.6 You shall, for so long as this Licence remains in effect, act in strict compliance with all laws applicable to you in your jurisdiction or otherwise and you shall not use the Software for any illegal, banned or otherwise restricted purposes.

4.2 You shall indemnify and hold us harmless from any claims, damages, liabilities, costs, losses, expenses and fees of whatever nature arising from: 4.2.1 Your use of the Service and/or your inability to use the Service for any reason whatsoever; 4.2.2 Your failure to strictly comply with the provisions of any laws which apply in your jurisdiction relating to the processing of personal information. In this regard, you specifically acknowledge that you shall be solely responsible and liable for processing any personal information collected by you pursuant to your use of the Service in accordance with any such laws; 4.2.3 Your failure to strictly comply with any term of this Licence and/or our general terms and conditions and/or any other terms and conditions which we may notify to you from time to time; 4.2.4 Any claim that your content infringes the intellectual property rights or other proprietary rights of a third party; and 4.2.5 Any breach of any of the warranties contemplated above under this Licence.

### **5. No warranty on behalf of Licensor**

The Software and Documentation are provided "as is", without warranty of any kind. We hereby disclaim all warranties and conditions, either express or implied, relating to the Service and Documentation including (but not limited to) any implied warranties and conditions of merchantability, usability for a particular purpose, non-infringement, and any warranties and conditions arising out of the course of dealing or usage of trade. We do not warrant that your use of the Service and/or Documentation will be uninterrupted or error-free. No oral or written information or advice obtained from us or elsewhere shall create any warranty or condition not expressly stated in this Licence.

### **6. Limitation of liability**

6.1 Limitation of liability. In no event and under no circumstances will we be liable to you for: 6.1.1 any special, indirect, consequential, incidental, exemplary or punitive losses or damages (including damage for loss of business profits, business interruption, loss of data, loss of business information, or other pecuniary loss) of any nature whatsoever or howsoever arising; 6.1.2 any costs associated with procuring

substitute products; or 6.1.3 any loss and/or damage arising as a result of your inability to access and/or use the Software or Documentation for any reason whatsoever and howsoever arising.

6.2 Total liability. In no event and under no circumstances will our total liability to you exceed the total of sums paid by you to us in relation to the Service and Documentation.

6.3 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

6.4 We are not liable for business losses. If you use the Service for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

6.5 You acknowledge that the Service has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Service as described in the Documentation meet your requirements.

## **7. Use of Software in BETA**

To the extent applicable, any Service release via a BETA version on test flight is being released to you for testing purposes only and must therefore be used by you solely for the purposes of testing. We will not be held responsible or liable for any loss of income or damage suffered by you as a result of your use of the BETA version of the Service for any professional or private event of any kind.

## **8. Termination**

8.1 We may terminate this Licence immediately and without notice to you if you commit a breach of any term of this Licence or our general Terms of Service.

8.2 Upon termination for any reason: 8.2.1 all rights granted to you under this Licence shall cease; 8.2.2 you must cease all activities authorised by this Licence; and 8.2.3 you must immediately delete or remove the Software and any Documentation from all computer equipment in your possession and immediately destroy or return to us (at our option) all copies of the Software and any Documentation then in your possession, custody or control and, in the case of destruction, certify to us that you have done so.

## **9. Communications between us**

9.1 If you are a client, if you wish to contact us in writing, or if any condition in this Licence requires you to give us notice in writing, you can send this to us by email or by pre-paid post to the following: 'BFF LIVE' (also registered as 'BALLOONS FLOWERS FIREWORKS') a company registered in Australia. Our ABN is 97 922 430 270 and our registered office is at, Lot 12 Windsor Rd, Kellyville 2155, NSW, Australia. We are licensed to operate BFF LIVE in Australia. You can contact us by emailing us at [accounts@bfflive.com](mailto:accounts@bfflive.com).

9.2 If we have to contact you or give you notice in writing, we will do so by email or by pre-paid post to the address you provide or confirm to us.

## **10. How we may use your personal information**

Under data protection legislation, we are required to provide you with certain information about who we are, how we process your personal data and for what purposes and your rights in relation to your

personal data and how to exercise them. This information is provided in our Privacy Policy and it is important that you read that information [ [CLICK TO REVIEW](#) ] .

## 11. Data protection

11.1 Both parties will comply with all applicable requirements of the European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications) and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party (Data Protection Legislation).

11.2 It is acknowledged and agreed that:

11.2.1 If we process any personal data on your behalf when performing our obligations under this Licence, you are the controller and we are the processor for the purposes of the Data Protection Legislation; 11.2.2 Below sets out the scope, nature and purpose of processing by us, the duration of the processing and the types of personal data and categories of data subject as follows:

11.2.2.1 scope, nature and purpose of processing – we process and retain data (such as identity, contact, technical, transactional and profile data) from you so that you may create an account and process orders with us. The personal and technical data is used to facilitate performance of our services as well as used to better assist you in the future. We process and retain the end user's personal data for operational purposes including ensuring deliverability of photos, Gifs and videos captured with our Services. We do not store any end user contact information for marketing purposes; 11.2.2.2 duration of processing – we process and retain all data on your behalf for a period of 2 years for contractual reasons and/or to assist you in the future. However, you have the right to request sight of any data held relating to you, or that such data is deleted from the system prior to the expiry of the 2 year period. Should you choose to have your data deleted from the system, you can also request copies of the data that is held by us relating to you; 11.2.2.3 types of personal data – types of personal data that may be collected and retained are as follows (the categories can vary between customers depending on what questions are answered within the survey option provided): (a) Identity Data – includes first name, maiden name, last name, username or similar identifier, marital status, title, date of birth and gender; (b) Contact Data – includes billing address, delivery address, email address and telephone numbers; (c) Financial Data – includes bank account and payment card details; (d) Transaction Data – includes details about payments to and from you and other details of products and services you have purchased from us; (e) Technical Data – includes internet protocol (IP) address, your login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform, and other technology on the devices you use to access this website; (f) Profile Data – includes your username and password, purchases or orders made by you, your interests, preferences, feedback and survey responses; (g) Usage Data – includes information about how you use our website, products and services; (h) Marketing and Communications Data – includes your preferences in receiving marketing from us and our third parties and your communication preferences; (i) Aggregated Data – such as statistical or demographic data for any purpose; and (j) Special Categories of Personal Data – includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health, and genetic and biometric data. 11.2.2.4 categories of data subjects – categories of data subjects may include employees of the company, customers of the company, consultants of the company, shareholders of the company etc. 11.2.3 The personal data may be transferred or stored outside of the European Union or the country where you or the event attendees are located in order to carry out the services and our other obligations under this Licence.

11.3 Without prejudice to the generality of paragraph 11.1, you will ensure that you have all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to us for the duration and purposes of this Licence so that we may lawfully use, process and transfer the personal data in accordance with this Licence on your behalf and, without limitation, you shall ensure that all event attendees have been informed of, and have given and maintained their consent to permit access, monitoring, use and disclosure of all end user content including by you or us in accordance with this Licence.

11.4 Without prejudice to the generality of paragraph 11.1, we shall, in relation to any personal data processed in connection with the performance by us of our obligations under this Licence: 11.4.1 Process that personal data only on the documented written instructions of you unless we are required by the laws of any member of the European Union or by the laws of the European Union applicable to us to process such personal data (Applicable Laws). Where we are relying on Applicable Laws as the basis for processing personal data, we shall promptly notify you of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit us from so notifying you; 11.4.2 Ensure that we have in place appropriate technical and organizational measures, reviewed and approved by you, to protect against unauthorized or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorized or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymizing and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it); 11.4.3 Other than through or in relation to our servers located outside of the European Union, not transfer any personal data outside of the European Union unless the following conditions are fulfilled: 11.4.3.1 you or we have provided appropriate safeguards in relation to the transfer; 11.4.3.2 the data subject has enforceable rights and effective legal remedies; 11.4.3.3 we have complied with our obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and 11.4.3.4 we have complied with any reasonable instructions notified to us in advance by you with respect to the processing of the personal data. 11.4.4 Assist you, at your cost, in responding to any request from a data subject and in ensuring compliance with our obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators; 11.4.5 notify you without undue delay on becoming aware of a personal data breach; 11.4.6 at your written direction, delete or return personal data and copies thereof to you on termination of the Licence unless required by Applicable Law to store the personal data; and 11.4.7 maintain complete and accurate records and information to demonstrate our compliance with this paragraph 11 and immediately inform you if, in our opinion, an instruction infringes the Data Protection Legislation.

11.5 Notwithstanding any other provision of this Licence to the contrary, you specifically acknowledge and agree that, for the duration of this Licence, we shall fulfil the role of “operator” or “processor” (or any analogous position contemplated in the privacy laws of the country in which you reside) of the data collected by us during your use of the Service and not the role of “controller” (or any analogous position contemplated in the privacy laws of the country in which you reside).

## **12. Feedback**

We welcome and appreciate your comments, feedback and suggestions about our Services. Notwithstanding the above, you specifically acknowledge that if you provide any comments, suggestions and/or other feedback to us with respect to the Services, you hereby waive any rights of ownership in respect of such comments, suggestions or other feedback and irrevocably consent to our using any such comments, suggestions and/or feedback for any business purpose.

## **13. Other important terms**

13.1 We may transfer our rights and obligations under these terms to another organization. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

13.2 You may only transfer your rights or your obligations under this Licence to another person if we agree in writing.

13.3 This Agreement does not give rise to any rights under the [Competition and Consumer Act 2010](#) to enforce any term of this Agreement.

13.4 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

13.5 If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

13.6 Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by Australian law and you can bring legal proceedings in respect of the products in the Australian courts.