

VORTEX TECHNOLOGY SERVICES LIMITED

PROFILE SERVICES USER AGREEMENT

1. AGREEMENT

- 1.1 This records the contractual agreement (“The Agreement”) between Vortex Technology Services Limited (“Vortex”) (“we”, “us”, “our”), and you the user (“you”, “your”) for you to use our profile services (“profile services”) on www.vortexdna.com (“our website”) or through any other website or application that uses the Vortex technology (“technology”) that you have permission to access.
- 1.2 We also provide other services, such as Vortex Business Partner (“Business Partner”) and Vortex Matchmaker (“Matchmaker”) that use our technology. The conditions upon which these and other services are provided are found in separate agreements with us.
- 1.3 This agreement enables you to create a Vortex profile (“profile”) and to access and share information that is relevant to you based upon your profile. These services are provided to you through your Vortex account (“account”).

2. DEFINITIONS

- 2.1 **Profile services:** Only services provided to individuals and groups (including but not limited to organizations, corporations and community groups) that enable them to create and maintain a profile based on Vortex Technology.
- 2.2 **Profile:** The identity of a user or user group calculated through use of the Vortex Technology that results in a Vortex Rating and sub-ratings.
- 2.3 **Vortex Account:** An account allowing an individual user or user group to use Vortex Services including Profile Services
- 2.4 **Organization account:** An account allowing an organization to use Vortex Services including Profile Services
- 2.5 **Business Partner Account:** An account where you can see how much revenue you have earned from the marketing of our Vortex profile services.
- 2.6 **Vortex rating:** A percentage score based on the data collected from an individual user or user group by means of the Vortex Technology and which quantifies identity of the user and the extent to which the individual or user group is functioning effectively as a complex system
- 2.7 **Integrity Rating:** A percentage score based on the data collected from and about an individual user or user group by means of the Vortex Technology and which quantifies the extent to which the individual or user group’s self-perception matches the way that others perceive the individual or user group

3. SIGNING UP FOR A PROFILE

- 3.1 You can sign up for a profile from our website, or with one of our Business Partners. You can use your profile either through our website or in any application or service using our technology that you have permission to access. You can tell which services these are as they will have our logo next to them. We call these services “Vortex Enabled” (“Vortex Enabled”) because they use our technology. The Business Partner may also charge you for the services they offer you which use Vortex.

4. CHARGES

- 4.1 If you sign up with a Business Partner, the Business Partner may bill you directly to access and maintain your profile. We are not responsible for any aspects of your relationships with a Business Partner or for the acts or omissions of a Business Partner.
- 4.2 If you sign up directly our website contains our applicable current charges and you agree to pay those charges.
- 4.3 If you have an organisational account directly with us you are billed the minimum charge monthly in advance. If you actual monthly usage is more than the minimum charge, any additional charge is added to you next month’s account.
- 4.4 Organisational accounts with us have the option to pay by Paypal or to be invoiced. Paypal offers a number of currencies you can pay in. If you are invoiced you can pay in the currency of your choice.
- 4.5 If you have signed up with a Business Partner you can apply to Vortex to switch your account to another Vortex Business Partner at any time. Please address your request to: switch@vortexdna.com .

5. DATA

- 5.1 If you have a personal profile, we do not share your purpose and values with anyone. They remain strictly yours and we shall use reasonable care and discretion to prevent disclosure, publication or dissemination of your personal purpose and values. We also do not share any other information, such as your email address, which is in the “Private Details” section of your account.
- 5.2 We cannot be responsible for dissemination of material contained in your personal profile by others or by you and you agree that the information that you provide to us is accurate and truthful.
- 5.3 We may have to share information with law enforcement agencies or courts and would give you notice if that was requested.
- 5.4 Your email will be kept private, but those who know it will be able use it to search for you on Vortex.
- 5.5 Apart from your purpose and values you agree that we can share the other details of your personal profile, including your Vortex Rating and Integrity Rating. We may collect, hold, control, use and transmit data obtained from and about you and in the course of providing the Profile Services and

the website. You hereby agree to such data being so used and further agree that it may be transmitted to others in accordance with the objectives of this Agreement.

- 5.6 By submitting your material you consent to the use of that information as set out in this Agreement.
- 5.7 If you have an organisational profile, you agree that we can share details of your profile including your purpose and values.
- 5.8 Business Partners have agreed to maintain these privacy conditions for you and we are not responsible for the Business Partners responsibilities to you

6. YOUR ACCOUNT

- 6.1 You can close your account with us at any time. Simply email us at close@vortexdna.com.
- 6.2 Refunds on your account balance are at our sole discretion.
- 6.3 We reserve the right to close your account at any time without the need to provide any reason for the closure.

7. YOUR RELATIONSHIP WITH US

- 7.1 We own our technology including our intellectual property such as trademarks and any patents and patent applications connected to our technology and all codified and non codified intellectual property rights.
- 7.2 This agreement is the basis of our relationship with you. We may change the conditions of this agreement from time to time. The latest changes are always posted on our website. By continuing to use our technology you agree to these changes.
- 7.3 Nothing in this agreement and no action taken by the parties pursuant to this agreement shall constitute a partnership, association, joint venture or agency.

8. LIABILITY

- 8.1 We accept and you agree that we have no liability in contract or tort or any other cause of action in connection with any consequences with regard to your use of our services.
- 8.2 In no event will we be liable to you for any indirect, incidental or consequential damages, or loss of profit arising out of the Profile Services or any products provided under this Agreement.
- 8.3 We are providing the Vortex website and Profiling Services on an 'as is' basis and make no representations or warranties of any kind with respect to this site and/or services or its contents and disclaims all such representations and warranties. In addition, we make no representations or warranties about the accuracy, completeness, or suitability for any purpose of the information and related graphics published in this site. The information contained in this site may contain technical inaccuracies or typographical errors. All liability of howsoever arising for any such inaccuracies or errors is expressly excluded to the fullest extent permitted by law.

9. INDEMNITY

- 9.1 We accept no liability for any action brought by any third party against you as a consequence of your use of our services and you agree to indemnify and hold us and our directors, officers, agents, employees and professional advisers (together "our Affiliates") harmless from and against any losses, claims, demands, damages or liabilities of any kind relating to or arising out of using our technology or any transaction connected with its use.
- 9.2 You are responsible for the accuracy and content of the material you provide to us and accept full responsibility for any actions that may be directed at us consequential to the use of any material.
- 9.3 You agree to use the your account in a manner consistent with any and all applicable laws and regulations.

10. NO WARRANTY

- 10.1 We provide and you require no warranties either express or implied as to the success or effectiveness of you using the Profiling Services

11. DISPUTES

- 11.1 If there is a dispute between you and us we will meet and discuss it in good faith. If we fail to resolve the dispute within 5 working days you may or we may (by written notice to the other party) require that the dispute be submitted for mediation by a single mediator nominated by the President for the time being of the New Zealand Law Society. In the event of any such submission to mediation:
- (a) the mediator will be deemed not to be acting as an expert or an arbitrator;
 - (b) the mediator will determine the procedure and timetable for the mediation.

The cost of the mediation will be shared equally between you and us.

- 11.2 If the dispute has not been resolved within 10 working days of the mediator being appointed we may or you may refer the dispute to arbitration in accordance with the Arbitration Act 1996 (excluding clauses 4 and 5 of the Second Schedule of that Act). The arbitration shall be conducted by one arbitrator agreed on by you and us, or, failing agreement, one arbitrator to be appointed by the President for the time being of the New Zealand Law Society. We agree and you agree to be bound by the award of the arbitrator. Pending final settlement of any dispute, we shall and you shall continue to perform our respective obligations under this agreement so far as possible as if no dispute had arisen.
- 11.3 Nothing in paragraphs 11.1 and 11.2 shall preclude you or us from taking immediate steps to seek equitable relief before a New Zealand Court prior to the award of an arbitrator being given.

12. FORCE MAJEURE

12.1 We shall not be deemed to be in breach of this agreement or otherwise liable to the other party for an delay in performance or any non-performance of any obligations under this agreement due to any event or circumstance beyond our control.

13. JURISDICTION

13.1 This agreement is governed by New Zealand law and the courts of New Zealand shall have non-exclusive jurisdiction in any proceedings relating to it.

13.2 If any provision of this agreement, or part thereof, is rendered void, illegal or unenforceable by any legislation or law to which it is subject, it will be rendered void, illegal or unenforceable to that extent and no further.

14. GENERAL

14.1 This agreement comprises the entire agreement between the parties in relation to the matters dealt with in it; it supersedes any previous agreements and negotiations between them relating to provision of the services, and no other terms and conditions, express or implied, shall form part of this agreement.

15. CONFIRMATION

15.1 By signing up for a Vortex account you signal your acceptance of the terms of this Profile Services User Agreement.

Last updated: 4th May 2006