



## End User Licence Agreement (EULA)

Candoo Culture PTY LTD

Effective Date: 01/01/2026

### 1. Agreement Overview

This End User Licence Agreement ("Agreement") is a legal agreement between you ("User") and Candoo Culture PTY LTD ("Candoo Culture", "we", "us", or "our") governing access to and use of our web-based platform, diagnostic reporting, analytics tools, and associated organisational insight services ("Platform").

By accessing or using the Platform, you confirm that you have read, understood, and agreed to this Agreement and our Privacy Policy.

This Agreement applies to Users globally, including those located in Australia and the United Arab Emirates. Where access is provided through an organisation, the organisation confirms it has authority to accept this Agreement on behalf of its authorised users and participants.

### 2. Definitions

- Platform means the Candoo Culture dashboard, surveys, reports, analytics tools, and associated services.
- User means any authorised individual accessing the Platform, including employees, contractors, administrators, or invited participants.
- Client means the organisation that has entered into a commercial agreement with Candoo Culture.
- Reports means analytics outputs, dashboards, behavioural summaries, and insights generated from Platform data.

### 3. Licence Grant

We grant you a limited, non-exclusive, revocable, non-transferable licence to access and use the Platform solely for internal business and organisational development purposes in accordance with this Agreement and applicable law.

You must not:

- Copy, reproduce, resell, or distribute any part of the Platform or Reports externally without written permission
- Reverse engineer, decompile, or attempt to extract source code or models
- Use the Platform in any way that breaches applicable law or infringes third-party rights

### 4. Intellectual Property

All intellectual property rights in the Platform, methodologies, models, analytics frameworks, metrics, and Reports remain the sole property of Candoo Culture PTY LTD.

Nothing in this Agreement transfers ownership of intellectual property to any User or Client.



## 5. Data Collection and Processing

Use of the Platform involves the collection and processing of personal and behavioural information as described in our Privacy Policy.

Data collected may include:

- User identity and role information
- Survey responses and behavioural inputs
- Platform interaction and technical usage data

Candoo Culture acts as a Data Controller or Data Processor depending on the service configuration and commercial agreement with the Client.

Processing is conducted in accordance with applicable data protection laws, including Australian privacy law and UAE Federal Decree-Law No.45 of 2021 on Personal Data Protection.

## 6. Sensitive Information and Consent

Some surveys may include questions relating to wellbeing, stress indicators, cultural identity, or workplace experiences.

Participation is voluntary. By submitting responses, you provide explicit consent to the collection and analysis of such data in accordance with this Agreement and our Privacy Policy.

Sensitive information is processed with additional safeguards, restricted access, and purpose limitation.

## 7. Access and Data Visibility

- Client-appointed administrators may access organisation-level reporting.
- Team leaders may access reporting relevant to their assigned teams.
- Individual Users may request access to their personal report data.

Access requests may be coordinated through the Client organisation where services are delivered under an organisational agreement.

Reports may include wellbeing scores, sentiment indicators, behavioural summaries, and aggregated trend insights.

Free-text responses will not be displayed verbatim in group-level reports and are used only to generate high-level themes.

Reports may be delivered through platform dashboards, executive briefings, or other agreed formats depending on the organisation's service configuration.

## 8. Reports and Confidentiality

Reports are provided in digital format and must be treated as confidential organisational information.

Users and Clients must not:

- Sell, publish, or distribute Reports externally without consent
- Use Reports in a manner intended to harm, discriminate against, or unfairly disadvantage individuals

Nothing in the Platform constitutes medical, psychological, legal, or employment advice.



## 9. Acceptable Use

You agree not to:

- Use the Platform for unlawful, abusive, or discriminatory purposes
- Upload false, misleading, or defamatory content
- Attempt unauthorised access to other Users' data or system infrastructure

We may suspend or terminate access where misuse or breach of this Agreement occurs.

## 10. AI and Insight Limitations / Non-Reliance on Automated Decisions

Platform insights are designed to support organisational awareness and informed discussion. Outputs are generated using analytical and AI-assisted processes based on user-provided data and are intended as interpretive tools only.

The Platform does not perform automated decision-making and does not determine employment, disciplinary, medical, legal, or organisational outcomes.

Candoo Culture does not act as an employer, advisor, or decision-maker on behalf of Clients or Users. All decisions made using Platform insights remain the sole responsibility of the Client and its authorised representatives, who must apply independent judgement and consider relevant legal, organisational, and human context.

## 11. Disclaimers

The Platform provides behavioural and organisational insights for informational purposes only.

To the extent permitted by law:

- Outputs may be subject to interpretation and data limitations
- Users and Clients remain responsible for how insights are applied
- Candoo Culture makes no guarantee of specific business or personal outcomes

Nothing in this Agreement excludes rights that cannot be excluded under applicable consumer or data protection laws.

## 12. Limitation of Liability

To the maximum extent permitted by law:

- Candoo Culture is not liable for indirect, incidental, or consequential damages
- Our total aggregate liability is limited to the fees paid by the Client for Platform access in the preceding twelve (12) months

This clause applies except where liability cannot be limited under applicable law.



Platform outputs are interpretive tools only and do not constitute guarantees, predictions, or determinations of organisational or individual outcomes.

## 13. Suspension and Termination

We may suspend or terminate access where:

- This Agreement is breached
- The Platform is used unlawfully or irresponsibly
- Legal, ethical, or security risks require immediate action

Users may cease use of the Platform at any time. Data handling following termination is governed by the Privacy Policy and applicable law.

## 14. Cross-Border Use

The Platform operates globally. By using the Platform, you acknowledge that data may be processed in jurisdictions outside your country of residence, subject to applicable legal safeguards.

## 15. Governing Law and Jurisdiction

This Agreement is governed by the laws of New South Wales, Australia. Nothing in this clause prevents mandatory rights or protections provided under applicable laws in the United Arab Emirates or other jurisdictions where Users are located.

## 16. Contact

For questions regarding this Agreement:

Email: [admin@candoooculture.com](mailto:admin@candoooculture.com)

Business Name: Candoo Culture PTY LTD

That is the fully aligned, finalised EULA matching your locked Privacy Policy and current service model.