

TERMS OF USE

1. Introduction and Acceptance

Welcome to Super Scratch Party ("App"), operated by Normal Turtle Pty Ltd ("we," "us," or "our"). These Terms of Use ("Terms") are a legally binding agreement between you and Normal Turtle Pty Ltd. By downloading, accessing, or using our App, you acknowledge that you have read, understood, and agree to be bound by these Terms.¹ You agree to:

- (a) Comply with these Terms and all applicable local, state, national, and international laws, rules, and regulations;
 - (b) Confirm that you are not a convicted sex offender;
 - (c) Use the App in compliance with all applicable laws.
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2. Eligibility and Age Restrictions

You must be of legal drinking age in your jurisdiction to use this App. By using the App, you represent and warrant that you are of legal drinking age in your location. We reserve the right to terminate accounts of users found to be underage or in violation of local drinking age laws. The App is intended for distribution in Australia, Europe, and the United Kingdom.

3. Licence Grant

We grant you a personal, non-exclusive, revocable, and non-sublicensable licence to access and use the App for your personal, non-commercial use.

You agree not to:

- (a) Copy, modify, or create derivative works of the App;
 - (b) Redistribute, sell, lease, or sublicense the App;
 - (c) Remove or modify any copyright or trademark notices;
 - (d) Reverse engineer or attempt to extract the source code.
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4. Acceptable Use

Super Scratch Party is intended to be used as an interactive aid to catalyse broader, deeper social interactions at parties or on a night out. The aim of the game is to complete quests that facilitate meaningful, responsible and safe fun with others. The sending and actioning of in-game virtual drink requests among players is an adjacent feature of the game that is not intended to encourage excessive alcohol consumption or any other unsafe activity.

5. Intellectual Property Rights and Custom Quests

Our Rights

All intellectual property rights in the App belong to Normal Turtle Pty Ltd. You may not copy, distribute, modify, or create derivative works of the App without our express written permission.

Custom Quests

You retain ownership rights to the original content of the custom quests you create. By creating and sharing custom quests, you grant us a perpetual, irrevocable, worldwide, transferable, sublicensable, royalty-free licence to host, store, use, display, reproduce, modify, adapt, edit, publish, and distribute your custom quests. We may collect, analyse, and use data related to custom quests for improving the App, developing new features, and ensuring compliance with these Terms. We reserve the right to review, modify, or remove any custom quests at our sole discretion. You acknowledge that we act solely as a platform provider and:

- Are not responsible for reviewing or moderating all user-generated content.
- May remove any content at our discretion.
- Bear no liability for content created by users before its removal.

User Responsibilities for Custom Quests

You acknowledge that we cannot review all custom quests and cannot guarantee compliance with our terms. You are solely responsible for quests you create and share. You agree not to upload quests that contain threats, racism, hate speech, or disturbing content. You agree not to upload content about others without their explicit consent.

6. Restricted Use and User Obligations

User Conduct

You will not manipulate, coerce, extort, blackmail, force, intimidate, or otherwise influence others into completing quests or drink requests. You are solely responsible for your safety and well-being. You will not attempt to complete quests involving others without their explicit consent. You will not involve minors or those not of legal drinking age in the use of the App. You are solely responsible for all actions you take while using the App. You agree to conduct yourself in a lawful and respectful manner that does not disturb, endanger, or harass members of the public.

Prohibited Activities

You must not create, share, or attempt to complete quests that:

- (a) Involve or promote illegal activities of any kind;
- (b) Encourage violation of any laws, regulations, or ordinances;
- (c) Risk harm to any person or property;
- (d) Involve criminal or civil offences;
- (e) Interfere with other users' enjoyment of the App;
- (f) Encouraging or promoting activities that violate these Terms.

Legal Compliance

You acknowledge and agree that no quest, suggestion, or content within the App overrides your obligation to comply with all applicable laws. You are solely responsible for verifying the legality of any action before performing it, regardless of any quest content. The presence of a quest or challenge in the App does not constitute legal advice or authorisation to perform any action. •You are solely responsible for all actions you take while using the App.

Restrictions

You agree not to:

- (a) Use any robot, spider, crawler, scraper, or other automated means to access the App or extract user information;
- (b) Probe, scan, or test the vulnerability of our App or any system or network;
- (c) Use or develop any third-party applications that interact with the App or other users' content or information without our written consent;
- (d) Upload viruses or other malicious code or compromise App security;
- (e) Use the App in a way that could interfere with other users' enjoyment.

Physical Safety

You acknowledge that using the App while walking, climbing, or engaging in any physical activity may be dangerous. You agree to always maintain awareness of your physical surroundings while using the App. You will not attempt to complete quests when your physical or mental state makes it unsafe to do so.

7. Payment Terms and In-App Purchases

Drink Request Purchases

Payment for drink requests only purchases the ability to send the request. Recipients maintain full discretion to accept, ignore, or decline requests. No refunds for declined or ignored requests.

Technical Limitations

We strive to ensure accurate processing of all transactions, but technical errors may occur. We accept no liability for technical errors in payment processing.

Purchase Persistence and Restoration

You acknowledge that: Consumable items are temporary by nature and may not persist if the App is deleted or reinstalled. Only permanent features (such as "Remove Ads") are eligible for restoration.

8. Privacy and Third-Party Services

We collect and process personal data in accordance with our Privacy Policy and applicable data protection laws. The App may integrate with third-party services for payments, analytics, or other functions. Use of these services is subject to their respective terms and conditions. We are not responsible for any third-party services or content.

9. Disclaimers

App Performance and Content

The App is provided "as is" without warranties of any kind. We cannot guarantee the App will always perform without errors. You may be exposed to custom quests that may be offensive, illegal, misleading, or inappropriate.

Alcohol Consumption

We do not specify or suggest that alcohol must be consumed. We do not condone excessive alcohol consumption. You are solely responsible for drinking responsibly and complying with all applicable laws. We accept no responsibility for any consequences arising from alcohol consumption while using the App. You acknowledge that any drink-related suggestions in the App are entirely optional and do not constitute advice about alcohol consumption amounts or timing.

You acknowledge that:

- (a) The App cannot monitor your alcohol consumption or physical condition.
- (b) You are solely responsible for monitoring and limiting your alcohol intake.
- (c) You are solely responsible for any consequences arising from alcohol consumption while using the App.

Public Behaviour

We accept no responsibility for any consequences arising from your public behaviour while using the App.

10. Limitation of Liability

To the maximum extent permitted by law, Normal Turtle Pty Ltd, our employees and shareholders will not be liable for any indirect, incidental, special, consequential, punitive, or multiple damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill or other intangible losses, resulting from::

- a) Any actions, behaviour, or consequences resulting from use of the App.
- b) Injuries, accidents, or damages arising from quest participation.
- c) Content shared by users through custom quests.
- d) Technical errors or system failures.
- e) Your inability to use or access the App.
- f) The conduct of other users or third parties on or through the App.
- g) Unauthorised access to or use of your custom quests.
- h) Any direct, indirect, incidental, special, consequential, or punitive damages.
- i) Any actions, behaviour, or consequences (including harm to self or others) resulting from use of the App.

11. Indemnification

You agree to indemnify and hold harmless Normal Turtle Pty Ltd from any claims arising from:

- Your illegal actions while using the App.
- Your creation or sharing of quests involving illegal activities.
- Any consequences of following quest content that violates laws.
- Your failure to verify the legality of actions before performing them.

12. Dispute Resolution and Governing Law

Governing Law

The Terms are governed by the laws of Western Australia, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant

to the laws of Western Australia, Australia, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

Dispute Resolution

We encourage users to contact us first to resolve any disputes.

13. Venue and Jurisdiction

The App is intended for users in Australia, the United Kingdom, and the European Union. These Terms are governed by the laws of Western Australia. Any disputes shall be resolved in the courts of Western Australia, except where your local consumer protection laws require otherwise. Nothing in these Terms affects your mandatory consumer rights under the laws of your jurisdiction.

14. Modifications to Terms

We reserve the right to modify these Terms at any time. Changes will be effective upon posting to the App. Continued use of the App constitutes acceptance of modified Terms. It is your responsibility to review these Terms periodically.

15. Severance

If any provision of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, then that provision will be severed from these Terms and not affect the validity and enforceability of the remaining provisions.

16. Contact Information

For questions about these Terms, contact us at: support@normalturtle.com