

CONFIDENTIAL · PLEASE READ BEFORE YOU SIGN

BETA TESTER NON-DISCLOSURE AGREEMENT



For the closed beta of passportKITT, a holiday planner and in-trip companion app.

THE SHORT VERSION

- You get early access to passportKITT, **with the paid (Pro) features switched on**, for as long as the beta runs.
- In return, you keep what you see in the beta **private**: no screenshots, recordings, posts, reviews or sharing of builds.
- We may use your feedback freely. The app stays ours.
- It is a test version. It will have bugs, so **don't rely on it for real bookings** and use test data where you can.
- The secrecy ends 30 days after the public release, or earlier if we say so in writing.

This summary is only a guide. The numbered terms below are the agreement.

01 PARTIES

THE COMPANY

myappKITT, the business that develops and operates the passportKITT app and its backend services.
ABN 72 461 438 103
Contact: privacy@passportkitt.app

THE TESTER

The person who signs this agreement in the signature block, using the name and email address written there.

In this agreement **we**, **us** and **our** mean the Company, and **you** means the Tester.

02 BACKGROUND

- 2.1 We are building passportKITT (the **App**) and are running a closed beta (the **Beta**) to find problems before public release.
- 2.2 The App is a paid product. The Beta gives you early access, which includes features that will later be sold under a paid Pro subscription. In exchange you agree to keep the Beta confidential and to give honest feedback.
- 2.3 You must be at least 18 years old to take part.

03 THE BETA AND YOUR ACCESS

- 3.1 **Licence.** For the Beta Period we give you a personal, non-exclusive, non-transferable, revocable licence to install and use the App, and the Pro features described in Schedule 1, for testing and for your own private trips. You may not sublicense it or let anyone else use your access.
- 3.2 **Pro access is not payment.** Pro features are provided free for testing. Access has no cash value, cannot be sold, transferred or exchanged, and gives no credit, discount or right to a subscription after the Beta unless we offer one in writing.
- 3.3 **Possible limitations.** We may limit, change, switch off or reset any feature at any time, including usage caps on paid services such as document scanning, flight lookups, hotel search and recommendations. Schedule 1 lists the limits that apply at the start. Limits may change without notice.
- 3.4 **No duty to test.** You are not obliged to use the App at any set level, but we ask you to report problems you find. We may remove testers who do not take part.
- 3.5 **Beta Period.** The Beta starts when you sign and has no fixed end date. It ends on the earlier of the date we end it (by notice to you) and the date you stop under clause 11. Pro access ends with it, unless we tell you otherwise in writing.
- 3.6 **Not for real-world reliance.** The Beta is unfinished software. Times, prices, flight status, opening hours, directions, weather and translations may be wrong. Confirm anything important with the airline, hotel, venue or provider, and do not make a booking or travel decision that depends only on the App.

04 WHAT IS CONFIDENTIAL INFORMATION

- 4.1 **Confidential Information** means everything you learn about the App, the Beta, or the Company through the Beta that is not public, in any form. It includes:
 - (a) the App's builds, installers, test links, invite and share codes and test accounts;
 - (b) features, screens, designs, behaviour, user flows, performance and bugs;
 - (c) the roadmap, pricing, plans, partners, providers and business plans;
 - (d) source code, technical architecture, schemas, APIs, and security weaknesses you find;
 - (e) the existence and terms of this agreement and of the Beta itself; and
 - (f) your Feedback (clause 7).
- 4.2 Information we mark as confidential, or that a reasonable person would see as confidential, is covered whether or not it is marked.

05 WHAT YOU MUST DO

- 5.1 Keep Confidential Information secret and protect it with at least the care you give your own private information, and never less than reasonable care.
- 5.2 Use it only to test the App and give Feedback, and for your own private trip planning inside the App.
- 5.3 Disclose it only to people we have approved in writing. Do not share it with friends, family, travel companions who are not testers, or colleagues.

- 5.4 **No screenshots or public posts.** Do not take or share screenshots, screen recordings, photos of the screen or demos, and do not post, publish, stream, review, rate or discuss the Beta or the App in any public or semi-public place. This covers social media, forums, chat groups, app stores, blogs and video platforms. The one exception is a bug report you send to us through the report button inside the App, including the screenshots you attach to it: those are for us only and are Confidential Information.
- 5.5 Do not share, copy, upload or distribute builds, installers, links, invite codes or test accounts, and do not install the Beta where others can use it.
- 5.6 Do not decompile, reverse engineer, scrape, probe, attack or try to get around any security or usage limit of the App or our backend. If you find a security problem, report it to us privately and do not test it further.
- 5.7 Tell us promptly if you learn of any loss, leak or misuse of Confidential Information, or if your device with the Beta is lost or stolen.
- 5.8 **Permission.** You may do something this clause forbids only with our express written permission for that specific thing. A reply from a person who is not named by us in writing as authorised does not count.

06 EXCEPTIONS

- 6.1 Clauses 4 and 5 do not apply to information that:
- (a) is or becomes public without you breaching this agreement (including when we release it publicly);
 - (b) you already lawfully knew, as shown by your written records, before we gave it to you;
 - © you receive lawfully from someone else who is free to share it; or
 - (d) you develop independently without using Confidential Information.
- 6.2 If a law, court or government body requires you to disclose Confidential Information, tell us first if the law allows, disclose only what is required, and help us seek protection for it.
- 6.3 Nothing in this agreement stops you from reporting a suspected offence to the police or a regulator, from making a disclosure protected by law, or from speaking about your own personal data held by us.

07 FEEDBACK AND OWNERSHIP

- 7.1 The App, the Beta, the name and logos of passportKITT and myappKITT, and all related software, content, designs and rights belong to the Company and its licensors. Nothing in this agreement transfers any of them to you.
- 7.2 **Feedback** means any idea, bug report, suggestion, comment or other input you give us about the App. You give us a perpetual, worldwide, irrevocable, royalty-free right to use, change and build on Feedback for any purpose without credit or payment to you. To the extent you own rights in it that cannot be licensed, you assign them to us. Nothing in this clause limits your moral rights beyond what the law allows us to ask.
- 7.3 Feedback is also Confidential Information. You may not publish it or share it with others.
- 7.4 Content you enter into the App (your own trips, notes, bookings, journal entries) remains yours. You give us only the permission needed to store and process it to run the Beta.

08 YOUR DATA AND PRIVACY IN THE BETA

- 8.1 **What we handle.** To run the Beta we handle your account (an email address or an anonymous identifier), the trip content you enter, your device model and crash and usage diagnostics where enabled. Trip data is stored on your device first and synced to our backend hosted in Sydney, Australia, with the service providers listed in the passportKIT Privacy Policy. We handle personal information under the *Privacy Act 1988* (Cth) and that Privacy Policy, which applies to the Beta. If the two documents conflict about personal information, the Privacy Policy wins.
- 8.2 **Sensitive details.** Passport numbers, dates of birth and medicines you add to a traveller record are kept on your device and encrypted. They are not sent to our servers and are not in trip backups, with the exception that medicines can be in a backup file you lock with your own password. Forgetting that password means we cannot recover them. Booking documents you import or forward may themselves show passport or ID numbers. A photo or scanned PDF is read as it is, so avoid importing real identity documents unless you are comfortable with that.
- 8.3 **Use test data where you can.** Because this is a test version, we recommend you do not enter payment card details, real identity numbers, or other highly sensitive information that you could not afford to lose or have exposed.
- 8.4 **Other people's information.** Only enter another person's details (for example a travel companion's name or bookings) if they know and agree.
- 8.5 **Backups and loss.** Beta data may be changed, lost or deleted, including by resets and updates. Keep your own copy of anything important. At the end of the Beta we may delete Beta accounts and their data, and we will tell you beforehand if you can export your trips.
- 8.6 **Diagnostics.** Crash reports and anonymous usage analytics are optional. You can switch them off in Settings, but we may ask you to turn them on while testing so that problems can be found.
- 8.7 **Access and deletion.** You can ask to see or delete your personal information by contacting privacy@passportkitt.app.

09 HOW LONG THE SECRECY LASTS

- 9.1 Your confidentiality duties begin when you sign (and cover anything you learned in the Beta before that) and last until the earlier of:
- (a) the day that is **30 calendar days after the Release Date**; and
 - (b) the day that is **3 years after you sign**.
- 9.2 **Release Date** means the day the App is first made generally available to the public in an app store or on the web, as announced by us. If it has not been released, clause 9.1(b) applies.
- 9.3 Even after the date in 9.1, the duties continue for Confidential Information that is a trade secret or security weakness that has not been fixed or published, for as long as it stays so, and for personal information about other people.
- 9.4 We may release you from any duty early by written notice (an email from us is enough). A release applies only to what it names.
- 9.5 The end of the Beta, or of your participation, does not end your duties. Accrued rights and clauses that by their nature continue (including 7, 10, 12, 13 and 14) survive.

10 RETURN AND DELETION

When the Beta ends, or when we ask, you must uninstall the Beta build, delete any Confidential Information you hold (including notes, files and copies), and, if we ask, confirm to us in writing that you have. You may keep only what the law requires you to keep, and that stays confidential.

11 ENDING YOUR PARTICIPATION

- 11.1 You may stop taking part at any time by telling us in writing and uninstalling the build.
- 11.2 We may suspend or end your access at any time, with or without reason, by notice. We will give a reason if the law requires it.
- 11.3 If you breach this agreement we may end your access at once.

12 NO WARRANTY AND LIMITS ON LIABILITY

- 12.1 The Beta, the App and Pro features are provided “**as is**” for testing. We give no promise that they will be accurate, error-free, secure, available or fit for any purpose.
- 12.2 To the extent the law allows, we are not liable to you for any loss or damage from using the Beta, including lost bookings, missed travel, wrong information, lost data, or indirect or consequential loss, whether in contract, tort (including negligence) or otherwise. Where the law does not allow us to exclude liability, our total liability is limited, at our option, to re-supplying the Beta or paying the cost of having it re-supplied.
- 12.3 Nothing in this agreement excludes or limits any right or remedy that cannot lawfully be excluded, including under the Australian Consumer Law.
- 12.4 You are responsible for any loss we suffer because you breach this agreement.

13 REMEDIES

You acknowledge that damages alone may not be enough if you breach clause 5 or 9, and that we may ask a court for an injunction or other urgent relief, in addition to any other remedy.

14 GENERAL

- 14.1 **Governing law.** This agreement is governed by the laws of Victoria, Australia. Each party submits to the non-exclusive jurisdiction of the courts of Victoria and the Commonwealth of Australia sitting there.
- 14.2 **Entire agreement.** This agreement (with Schedule 1 and the Privacy Policy as mentioned) is the whole agreement about its subject and replaces earlier discussions. Beta terms shown in the App must be read with it, and this agreement prevails on confidentiality.
- 14.3 **Changes.** A change must be in writing and agreed by both of us. We may, however, update Schedule 1 (limits and features) by written notice to you, since that does not widen your duties.
- 14.4 **Severance.** If a part is unenforceable, it is read down or removed and the rest still applies.
- 14.5 **No waiver.** Not enforcing a right at once is not giving it up.

- 14.6 **Assignment.** You may not assign this agreement. We may assign it to a successor of the App or business, and will tell you.
- 14.7 **Notices.** Notices to us go to privacy@passportkitt.app. Notices to you go to the email address in your signature block. An email is taken to be received on the next business day after it is sent, unless the sender gets a failure message.
- 14.8 **Electronic signing and counterparts.** The parties agree that this agreement may be signed electronically, including by a typed, drawn or digital-certificate signature, in separate counterparts, under the *Electronic Transactions Act 1999* (Cth) and the *Electronic Transactions Act 2000* (Vic). Together the counterparts make one agreement. It takes effect when you have signed and we have received it, even if we countersign later.
- 14.9 **Where you are.** This agreement applies wherever you are in the world when you use the App or receive Confidential Information. You agree that we may enforce it, and ask for urgent relief, in the courts of Victoria or in any other court that has jurisdiction over you or your conduct. If you live outside Australia, you confirm that signing and keeping to this agreement is not against a law that applies to you.

S1 SCHEDULE 1 – BETA DETAILS

Product	passportKITT, by myappKITT (iPhone first through TestFlight; Android may follow before public release)
Access you receive	Full access to every feature, including those planned for the paid Pro tier (for example the photo journal and document scanning), for the Beta Period only.
Starting limits	Usage caps apply to paid third-party services, for example document, email and screenshot reads per month, flight look-ups and place look-ups. A feature may be switched off, limited or reset without notice. We will try to tell you when a limit blocks something you need.
Beta Period	From the day you sign until we end the Beta (open-ended), or you stop.
After the Beta	Pro features switch off unless you buy a subscription or we offer you something in writing. Beta data may be deleted (clause 8.5).
Confidentiality ends	The earlier of 30 calendar days after the Release Date and 3 years after you sign. See clause 9 for what continues.
Governing law	Victoria, Australia
Privacy contact	privacy@passportkitt.app

S2 SIGNING

Each party signs this agreement on the date next to its signature. The Tester signs by completing the fields below (type a name, add a signature or apply a digital certificate).

THE TESTER

SIGN

TESTER SIGNATURE

TESTER FULL NAME

TESTER EMAIL

DATE SIGNED (TESTER)

FOR MYAPPKITT

SIGN

COMPANY SIGNATURE

AUTHORISED SIGNATORY NAME

TITLE

DATE SIGNED (COMPANY)

© 2026 myappKITT. passportKITT and myappKITT are names and marks of myappKITT. This agreement is confidential and is for the named Tester only.