

## Love Pickle Platform Terms and Conditions

Welcome to Love Pickle! We provide a pickleball platform (**Platform**) and related services which include court and equipment hire for social sessions, access to social club membership, tournament organisation and participation, coaching and instruction, travel tours and such other services as we make available through the Platform from time to time, as set out in more detail on our Platform (together, the **Services**).

In these Terms, when we say **you** or **your**, we mean you as an individual if you are accepting these Terms for yourself. If you are accepting these Terms on behalf of an entity (such as your employer) and you are authorised to do so, then **you** or **your** means that entity. When we say **we**, **us**, or **our**, we mean Love Pickle Club Pty Ltd (ACN 673 950 340).

These terms and conditions (**Terms**) form our contract with you, and set out our obligations as a service provider and your obligations as a customer. You cannot use the Services unless you agree to these Terms.

Some capitalised words in these Terms have defined meanings, and each time that word is used in these Terms it has the same meaning. You can find a list of the defined words and their meaning at the end of these Terms.

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### OUR DISCLOSURES

Please read these Terms carefully before you accept. We draw your attention to:

- our privacy policy (on our website or the Platform) which sets out how we will handle your personal information;
- clause 1.4 (Variations) which sets out how we may amend these Terms;
- clause 2 (Risk Warning) which sets out that you **accept the risks of participating in pickleball activities**;
- clause 3 (Media Release and Photography Waiver) which sets out that **we may take recordings of you during participation in pickleball activities for promotional purposes**;
- clause 6 (Fees) which sets out important information about payments and recurring services, including whether you can cancel the Services and whether any of the Services auto-renew; and
- clause 12 (Liability) which sets out exclusions and limitations to our liability under these Terms.

We may receive a benefit (which may include a referral fee or a commission) should you visit certain third party websites through a link in the Services, or for featuring certain goods or services on the Services.

**These Terms do not intend to limit your rights and remedies at law, including any of your Consumer Law Rights.**

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### 1. Engagement and Term

- 1.1 These Terms apply from the time you agree to these Terms, until the date these Terms are terminated in accordance with their Terms (**Term**).
- 1.2 Subject to your compliance with these Terms, we will provide you with access to the Services.
- 1.3 We will not be responsible for any other services unless expressly set out in these Terms or on our Platform.
- 1.4 **Variations:** We may amend these Terms at any time, by providing written notice to you. By clicking "I accept" or continuing to use the Services after the notice or 30 days after notification (whichever date is earlier), you agree to the amended Terms. If you do not agree to the amendment, you should cease using the Services. If you have paid upfront for recurring access to any of the Services (excluding one-time purchases) and you would like to cancel them, please contact us in writing within 30 days of receiving notice to cancel that recurring access and we will issue you a pro-rata refund for such Services.

### 2. Risk Warning

- 2.1 **RISK WARNING:** Despite anything to the contrary, to the maximum extent permitted by law, you acknowledge that:

- (a) your participation in pickleball activities (including during social sessions, coaching sessions, and tournaments) (**Activities**) may expose you to the risk of death, physical harm or injury. The risk of death, physical harm or personal injury may arise from, but is not limited to, third party participants, your physical fitness level, tiredness or overexertion, strenuous exercises, your training technique, equipment supplied by us or any failure to comply with our instructions or directions. You acknowledge and agree that death, physical harm or personal injury may arise from your or another party's acts, omissions or negligence. You understand and voluntarily accept any risk that may arise from your participation in the Activities;
- (b) in the event that you become aware at any time of any medical, physical or psychological condition, injury or impairment that may be detrimental to your health or affect your proper and safe participation in the Activities, you must immediately notify us, cease to participate in the Activities and contact your medical providers; and
- (c) you are solely responsible for determining the suitability of any Activities, and your reliance on any information that is provided to you is at your own risk.

### **3. Media Release and Photography Waiver**

3.1 You consent to us or any person acting on our behalf:

- (a) Taking photographs, film, or other pictorial and audio recordings of you, in any medium (**Material**); and
- (b) using, reproducing, publishing, communicating or broadcasting the Material whether altered or enhanced or in conjunction with any other images or text in any form (including in on our website, social media, third party websites or blogs, print or digital media, in a publication, poster or presentation) for advertising, marketing, informational, promotional, fundraising or any other commercial purpose or for teaching and research purposes.

3.2 You agree that as between you and us, we own the copyright and related rights in the Material and that you do not have a right to inspect or approve the finished product that may be used.

3.3 You agree that you will not be paid or receive any benefits or royalties for appearing in the Materials unless otherwise agreed between you and us.

3.4 You may request us to remove any Material featuring you by contacting us. You understand that the Material may appear in printed or electronic material which we have already published, even if you withdraw your consent.

### **4. Services**

4.1 **Venues:** Our Services may be provided at venues operated by third-party venue partners. Such venues may have additional terms and conditions, rules, or policies. You agree to comply with any venue-specific rules or requirements in order to access the Services at the relevant venue.

4.2 **Code of Conduct:** In addition to the venue rules, you agree to:

- (a) participate safely and responsibly in all pickleball activities;
- (b) use any equipment provided by us safely, correctly, and only for its intended purposes;
- (c) wear appropriate footwear and clothing suitable for pickleball activities;
- (d) at all times take care not to damage the venue; and
- (e) not engage in unseemly, offensive, harassing, or threatening behaviour.

4.3 **New or Beta Services:** From time to time, we may introduce new or beta features to the Platform. If we provide you with access to any of these new or beta services, you acknowledge that because of the developmental nature of such services, you use them at your own risk and we have no obligation to maintain or provide error corrections. Any new or beta services we provide you with access to are for evaluation purposes only and not for production use, and we may discontinue those services at any time at our sole discretion.

4.4 **Social Session Packs:** You may book a single social session or purchase a pack of social sessions or other offering as made available by us. Session packs are valid from the purchase date for the time period set out on our website or as notified in person. Any unused sessions after this period will be forfeited.

4.5 **Social Club Membership:** Where you purchase a social club membership, your membership:

- (a) is for your personal use only;
- (b) cannot be transferred or shared with others;
- (c) will automatically renew at the end of each billing cycle; and
- (d) will continue until cancelled in accordance with these Terms.

We may change membership prices with 30 days' notice. You may cancel your membership if you don't accept the new price by giving 24 hours' written notice. You may cancel your membership at any time with 7 days' written notice and cancellation takes effect at the end of current billing cycle.

4.6 **Equipment Hire:** Where you use our equipment hire Services:

- (a) the hire period is as set out on the Platform when you book;
- (b) you must use the equipment in the manner intended, in accordance with any instructions we provide, and keep it in good condition;
- (c) you must return the equipment by the end of the hire period in the same conditions as provided (subject to reasonable wear and tear). We may charge fees for late returns;
- (d) you are responsible for any loss, theft, or damage to the equipment beyond reasonable wear and tear, and you must pay the repair or replacement cost of any equipment that is lost, stolen, or damaged due to misuse, negligence, or failure to follow our instructions; and
- (e) we retain ownership of all equipment at all times and you acknowledge you are only hiring the equipment.

## 5. Account

- 5.1 You must sign up for an Account in order to access and use the Services.
- 5.2 If you register for a tournament through a third-party site, you agree that we may create an Account for you using the information you provide during tournament registration, in order to provide you access to our Services.
- 5.3 While you have an Account with us, you agree to:
  - (a) keep your information up-to-date (and ensure it remains true, accurate and complete);
  - (b) keep usernames and passwords secure and confidential, and protect them from misuse or being stolen; and
  - (c) notify us if you become aware of, or have reason to suspect, any unauthorised access to your Account or any logins linked to your Account.

5.4 If you close your Account, you will lose access to the Services.

## 6. Fees

- 6.1 You may choose to purchase Services or goods from us, as set out on our Platform (**Paid Services**). Paid Services may include one-time purchases, social session packs, or social club memberships. You must pay all amounts due under these Terms in accordance with these Terms or as set out on our Platform (as applicable).
- 6.2 **Free Trials:** We may offer free trials for certain Paid Services. At the end of the free trial, you will either begin to be charged for the Paid Service or lose access to it (unless you sign up to it as a Paid Service), as specified in the trial offer you sign up to.
- 6.3 **Cancellations and rescheduling by you:** You may request to cancel a booking via the Platform. For cancellations or rescheduling:
  - (a) **Social sessions and coaching sessions:** you must provide at least 48 hours' notice. If you cancel or reschedule with less than 48 hours' notice (or where you are more than 15 minutes late or do not show), your booking will be forfeited with no refund; and
  - (b) **Travel tours:** you must provide at least 30 days' notice. If you cancel or reschedule with less than 30 days' notice (or where you are more than 15 minutes late or do not show), your booking will be forfeited with no refund.
- 6.4 **Cancellations and rescheduling by us:** We may cancel a social session, coaching session, tournament, or other booked Services by giving you written notice due to events outside our control (such as extreme weather events, natural disasters, pandemics, or government restrictions).
- 6.5 **Billing:** Details of our Paid Services, including features, limitations, fees and billing cycles (for recurring services, including our memberships) are set out on our Platform. For memberships, you will be billed on a regular basis, as set out on our Platform, at the beginning of each billing cycle. All other Paid Services must be paid for at the time you order the Service.
- 6.6 **Payment Methods:** Our payments methods will be set out at the time you purchase the Services. If you choose to pay your fees using one of our third-party payment processors, you may need to accept their terms and conditions (if this is the case, these will be set out at the time you make payment).
- 6.7 You must not pay, or attempt to pay, any fees due under these Terms or as a result of your use of the Services by fraudulent or unlawful means. If you make payment by debit or credit card, you must be the authorised card holder. If payment is made by direct debit, by providing your bank account details and accepting these Terms, you authorise our nominated third-party payment processor to debit your bank account, and you confirm that you are either the holder or an authorised signatory of that bank account.
- 6.8 **Late Payment:** If any fees due under these Terms or as a result of your use of the Services are not paid on time, we may:
  - (a) suspend your access to the Services; and
  - (b) charge interest on any overdue payments at a rate equal to the Reserve Bank of Australia's cash rate, from time-to-time, plus 2% per annum, calculated daily and compounding monthly.
- 6.9 **Tax:** You are responsible for paying any levies or taxes associated with your use of the Services, for example sales taxes, value-added taxes or withholding taxes (unless we are required by law to collect these on your behalf).

## 7. Licence

- 7.1 During the Term, we grant you a right to use our basic Services in accordance with these Terms. This right cannot be passed on or transferred to any other person.
- 7.2 When you purchase our Paid Services, your access rights will vary based on the type of service. For one-time purchases, we grant you the right to access the purchased Service until the earlier of the specified duration of access, the termination of these Terms or your cancellation of the specific Service. For recurring services, we grant you and your Authorised Users a right to access the relevant Services only for the duration that you continue to pay for the Service, subject to these Terms. These rights cannot be passed on or transferred to any other person.

7.3 You must not:

- (a) access or use the Services in any way that is improper or breaches any laws, infringes any person's rights (for example, intellectual property rights and privacy rights), or gives rise to any civil or criminal liability;
- (b) interfere with or interrupt the supply of the Services, or any other person's access to or use of the Services;
- (c) introduce any viruses or other malicious software code into the Services;
- (d) use any unauthorised or modified version of the Services, including but not limited to for the purpose of building similar or competitive software or for the purpose of obtaining unauthorised access to the Services;
- (e) attempt to access any data or log into any server or account that you are not expressly authorised to access;
- (f) use the Services in any way that involves service bureau use, outsourcing, renting, reselling, sublicensing, concurrent use of a single user login, or time-sharing;
- (g) circumvent user authentication or security of any of our networks, accounts or hosts or those of any third party; or
- (h) access or use the Services to transmit, publish or communicate material that is, defamatory, offensive, abusive, indecent, menacing, harassing or unwanted.

**8. Availability, Disruption and Downtime**

- 8.1 While we strive to always make the Services available to you, we do not make any promises that these will be available 100% of the time. The Services may be disrupted during certain periods, including, for example, as a result of scheduled or emergency maintenance.
- 8.2 The Services may interact with, or be reliant on, products or services provided by third parties, such as cloud hosting service providers. To the maximum extent permitted by law, we are not liable for disruptions or downtime caused or contributed to by these third parties.
- 8.3 We will try to provide you with reasonable notice, where possible, of any disruptions to your access to the Services.

**9. Intellectual Property and Data**

- 9.1 We own all intellectual property rights in the Services. This includes how the Services look and function, as well as our copyrighted works, trademarks, inventions, designs and other intellectual property. You agree not to copy or otherwise misuse our intellectual property without our written permission (for example, to reverse engineer or discover the source code of our intellectual property), and you must not alter or remove any confidentiality, copyright or other ownership notice placed on the Services.
- 9.2 We may use any feedback or suggestions that you give us in any manner which we see fit (for example, to develop new features), and no benefit will be owed to you as a result of any use by us of your feedback or suggestions.

**Your Data**

- 9.3 We do not own any of Your Data, but when you enter or upload any of Your Data into the Services, you grant us the right to access, analyse, backup, copy, store, transmit, and otherwise use Your Data for the duration of your use of the Services (and for a reasonable period of time afterwards). We may use Your Data (or disclose it to third party service providers) to:
  - (a) supply the Services to you (for example, to enable you to access and use the Services), and otherwise perform our obligations under these Terms;
  - (b) diagnose problems with the Services;
  - (c) improve, develop and protect the Services;
  - (d) send you information we think may be of interest to you based on your marketing preferences;
  - (e) perform analytics for the purpose of remedying bugs or issues with the Services; or
  - (f) perform our obligations under these Terms (as reasonably required).
- 9.4 You acknowledge and agree that because of the nature of the internet, the processing and transmission of Your Data by us may occur over various networks.
- 9.5 You are responsible for (meaning we are not liable for):
  - (a) the integrity of Your Data on your systems, networks or any device controlled by you; and
  - (b) backing up Your Data.
- 9.6 When you use the Services, we may create anonymised statistical data from Your Data and usage of the Services (for example, through aggregation). Once anonymised, we own that data and may use it for our own purposes, such as to provide and improve the Services, to develop new services or product offerings, to identify business trends, and for other uses we communicate to you. This may include making such anonymised data publicly available, provided it is not compiled using a sample size small enough to make underlying portions of Your Data identifiable.

9.7 If you do not provide Your Data to us, it may impact your ability to receive the Services.

9.8 This clause 9 will survive the termination or expiry of these Terms.

#### **10. Confidential Information and Personal Information**

10.1 While using the Services, you may share confidential information with us, and you may become aware of confidential information about us. You agree not to use our confidential information, and to take reasonable steps to protect our confidential information from being disclosed without our permission, and we agree to do the same for your confidential information. This also means making sure that any employees, contractors, professional advisors or agents of ours or yours only have access to confidential information on a 'need-to-know basis' (in other words, the disclosure is absolutely necessary), and that they also agree to not misuse or disclose such confidential information.

10.2 However, either you or we may share confidential information with legal or regulatory authorities if required by law to do so.

10.3 We collect, hold and disclose and use any Personal Information you provide to us in accordance with our privacy policy, available on our website or the Platform, and applicable privacy laws.

10.4 You must only disclose Personal Information to us if you have the right to do so (such as having the individual's express consent).

10.5 We may need to disclose Personal Information to third parties, such as our related companies or our service providers (for example, IT and administrative service providers and our professional advisors).

10.6 Where we are required by law to report on our activities, you acknowledge that from time to time we may request certain information from you in order to meet our requirements, and you agree to provide us with such information within the timeframes reasonably requested by us.

10.7 This clause 10 will survive the termination or expiry of these Terms.

#### **11. Consumer Law Rights**

11.1 In some jurisdictions, you may have guarantees, rights or other remedies provided by law (**Consumer Law Rights**), and these Terms do not restrict your Consumer Law Rights. We will only be bound by your Consumer Law Rights and the express wording of these Terms.

11.2 If you accept these Terms in Australia, nothing in these Terms should be interpreted to exclude, restrict or modify the application of, or any rights or remedies you may have under, any part of the Australian Consumer Law (as set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth)).

11.3 This clause 11 will survive the termination or expiry of these Terms.

#### **12. Liability**

12.1 To the maximum extent permitted by law, we (and our venue partners, coaches, employees, contractors, and agents) will not be liable for, and you release us from liability for, any Liability caused or contributed to by, arising from or in connection with:

- (a) death, personal injury, death, illness or damage to property arising from or in connection with your participation in the Activities, except to the extent caused by our negligence;
- (b) your use, possession, or operation of the equipment we hire to you;
- (c) your computing environment (for example, your hardware, software, information technology and telecommunications services and systems); or
- (d) any use of the Services by a person or entity other than you.

12.2 Regardless of whatever else is stated in these Terms, to the maximum extent permitted by law:

- (a) neither we or you are liable for any Consequential Loss;
- (b) a party's liability for any Liability under these Terms will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the actions (or inactions) of the other party, including any failure by the other party to mitigate its loss;
- (c) (where the Services are not ordinarily acquired for personal, domestic or household use or consumption) in respect of any failure by us to comply with relevant Consumer Law Rights, our Liability is limited (at our discretion) to supplying the Services again or paying the cost of having the Services supplied again; and
- (d) our aggregate liability to you for any Liability arising from or in connection with these Terms will be limited to the amount of any fees paid by you to us during the 12 months immediately preceding the event giving rise to the Liability, or if you have not paid for the Service, to AU\$1,000.

12.3 This clause 12 will survive the termination or expiry of these Terms.

### 13. Notice Regarding Apple

- 13.1 To the extent that you are using or accessing the Services on an iOS device through a mobile application from the Apple App Store, you further acknowledge and agree to the terms of this clause. You acknowledge that these Terms are between you and us only, not with Apple Inc. (Apple), and Apple is not responsible for the Services and any content available on the Services.
- 13.2 Apple has no obligation to furnish you with any maintenance and support services with respect to the Services.
- 13.3 If our mobile application fails to conform to any applicable warranty, you may notify Apple and Apple will refund the purchase price of the mobile application to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the mobile application and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be our responsibility.
- 13.4 Apple is not responsible for addressing any claims by you or any third party relating to our mobile application or your use of our mobile application, including but not limited to: (1) product liability claims; (2) any claim that our mobile application fails to conform to any applicable legal or regulatory requirement; and (3) claims arising under consumer protection or similar legislation.
- 13.5 Apple is not responsible for the investigation, defence, settlement and discharge of any third-party claim that our mobile application infringes that third party's intellectual property rights.
- 13.6 You agree to comply with any applicable third-party terms when using our mobile application.
- 13.7 Apple and Apple subsidiaries are third-party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary of these Terms.
- 13.8 You hereby represent and warrant that: (1) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties.

### 14. Suspension and Termination

#### *Suspension*

- 14.1 We may suspend your access to the Services where we reasonably believe there has been any unauthorised access to or use of the Services (such as the unauthorised sharing of login details for the Services). If we suspend your access to the Services, we will let you know within a reasonable time of doing so, and we will work with you to resolve the matter, or if it cannot be resolved, then we may terminate these Terms and your access to the Services will end.

#### *Termination*

- 14.2 We may terminate these Terms (meaning you will lose access to the Services, and any recurring Services will be cancelled) if:
  - (a) you fail to pay your fees when they are due;
  - (b) you breach these Terms and do not remedy that breach within 14 days of us notifying you of that breach;
  - (c) you breach these Terms and that breach cannot be remedied;
  - (d) we decide to discontinue the Services, in which case we will provide you with at least 90 days' written notice and if you have paid upfront for ongoing access to any of the Services (excluding one-time purchases) we will issue you a pro-rata refund for such Services; or
  - (e) you experience an insolvency event (including but not limited to bankruptcy, receivership, voluntary administration, liquidation, or entering into creditors' schemes of arrangement).
- 14.3 You may terminate these Terms if:
  - (a) we breach these Terms and do not remedy that breach within 14 days of you notifying us of that breach; or
  - (b) we breach these Terms and that breach cannot be remedied, and if you have paid fees for recurring Services upfront, you will be issued a pro-rata refund of any unused part of those fees based on the portion of the then-current Services period remaining.
- 14.4 You may also terminate these Terms at any time by notifying us through your Account or to our email for notices (as set out in clause 15.8), and if you have purchased any recurring services, termination will take effect at the end of your current Services period.
- 14.5 Upon termination of these Terms, we will retain Your Data (including copies) as required by law or regulatory requirements.
- 14.6 Termination of these Terms will not affect any other rights or liabilities that we or you may have.
- 14.7 This clause 14 will survive the termination or expiry of these Terms.

## 15. General

15.1 **Assignment:** You may not transfer or assign these Terms (including any benefits or obligations you have under these Terms) to any third party without our prior written consent. We may assign or transfer these Terms to a third party, or transfer any debt owed by you to us to a debt collector or other third party.

15.2 **Disputes:** Neither we or you may commence court proceedings relating to any dispute, controversy or claim arising from, or in connection with, these Terms (including any question regarding its existence, validity or termination) (**Dispute**) unless we and you first meet (in good faith) to resolve the Dispute. Nothing in this clause will operate to prevent us or you from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction.

If the Dispute is not resolved at that initial meeting:

- (a) where you are resident or incorporated in Australia, refer the matter to mediation, administered by the Australian Disputes Centre in accordance with Australian Disputes Centre Guidelines for Commercial Mediation; or
- (b) where you are not resident or incorporated in Australia, refer the matter to arbitration administered by the Australian Centre for International Commercial Arbitration, with such arbitration to be conducted in Sydney, New South Wales, before one arbitrator, in English and in accordance with the ACICA Arbitration Rules.

15.3 **Events Outside Our Control:** We will not be liable for any delay or failure to perform our obligations (including the Services), if such delay or failure is caused or contributed to by an event or circumstance beyond our reasonable control.

15.4 **Governing law:** These Terms are governed by the laws of New South Wales, and any matter relating to these Terms is to be determined exclusively by the courts in New South Wales and any courts entitled to hear appeals from those courts.

15.5 **Illegal Requests:** We reserve the right to refuse any request for or in relation to the Services that we deem inappropriate, unethical, unreasonable, illegal or otherwise non-compliant with these Terms.

15.6 **Marketing:** You agree that we may send you electronic communications about our products and services. You may opt-out at any time by using the unsubscribe function in our electronic communications.

15.7 **Nature of Legal Relationship:** These Terms do not create, and should not be interpreted so as to create, a partnership, joint venture, employment or agency relationship between us and you.

15.8 **Notices:** Any notice you send to us must be sent to the email set out at the beginning of these Terms. Any notice we send to you will be sent to the email address registered against your Account.

15.9 **Professional Services Disclaimer:** The Services do not constitute, and are not a substitute for, financial, legal or risk management advice.

## 16. Definitions

16.1 In these Terms:

**Account** means an account accessible to the individual or entity who signed up to the Services.

**Consequential Loss** includes any consequential loss, special or indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise. However, your obligation to pay us any amounts for access to or use of the Services (including the Services) will not constitute "Consequential Loss".

**Liability** means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or us or you or otherwise.

**Personal Information** means any information or opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not, and whether the information or opinion is recorded in a tangible form or not.

**Services** means the services we provide to you, as detailed at the beginning of these Terms.

**Your Data** means the information, materials, logos, documents, qualifications and other intellectual property or data supplied by you when receiving the Services or stored by or generated by your use of the Services, including any Personal Information collected, used, disclosed, stored or otherwise handled in connection with the Services. Your Data does not include any data or information that is generated as a result of your usage of the Services that is a back-end or internal output or an output otherwise generally not available to users of the Services.