

# MyRepublic Rewards Terms of Service

MyRepublic Pty Ltd ACN 603 909 815. (the “Company,” “we,” “us,” and “our”) offers a rewards program to help consumers save money. The rewards will be in a form of MyRepublic credits that can be used to offset your MyRepublic bills. At MyRepublic’s discretion, other rewards such as cash rebates, vouchers for discounts, free entry or other special benefits or rights may be made available to you (“MyRepublicCash”). These Terms of Service (“Terms”) govern your access to and use of (1) our website located at [www.MyRepublic.net](http://www.MyRepublic.net) and all of our other websites to which these Terms are posted (collectively, the “Website”); (2) our mobile applications to which these Terms are posted (collectively, the “Application”); and (3) any services, content, and features made available by us through the Website or the Application (together with the Website and the Application, the “Services”). In these Terms, “you” and “your” refer to any user of the Services and/or viewer of the Website.

## 1. YOUR ACCEPTANCE OF THESE TERMS

By accessing or using the Services in any way or by clicking to agree to these Terms when that option is made available to you, you agree to be bound by these Terms and our [Privacy Policy](#), which is incorporated by this reference into these Terms. If you do not agree to all the terms and conditions of these Terms, do not access or use the Services. If your access to or use of the Services is prohibited by applicable law, you are not authorised to access or use the Services. We are not responsible if you access or use the Services in any manner that violates applicable law.

## 2. CHANGES TO THESE TERMS

We may, without prior notice or liability to you, discontinue the Services or modify the Services by adding or removing features or functionalities, even though such changes may affect MyRepublicCash awarded to you. We may also revise these Terms from time to time in our sole discretion, subject to applicable law. When we revise these Terms, we will post a revised version on the Website and the Application or notify you by email. You are free to decide whether or not to accept a revised version of these Terms, but accepting these Terms, as revised, is required for your continued access to and use of the Services. If you do not agree to these Terms or any revised version of these Terms, your sole recourse is to terminate your access to and use of the Services by ‘opting out’ by way of the Application. Except as otherwise expressly stated by us, your access to and use of the Services are subject to the version of these Terms in effect at the time of your access or use.

## 3. REBATE

You authorise us or our business partner to act as your agent to collect any cash rebate payable by a Merchant when you make a purchase of the services and/or goods that qualify for a cash rebate from that Merchant.

Once a cash rebate is received from a merchant on your behalf, we update your account by issuing a digital coupon in the form of MyRepublicCash in accordance with clause 4(b) (“Linking Your Payment Card”) to reflect the amount of the cash rebate received and held by us or our business partner as agent for you.

For the avoidance of doubt, if we do not receive all or part of a cash rebate owed by a Merchant, we will not be under any obligation to issue a digital coupon to you in the form of MyRepublicCash until such time as all cash rebates owed by a Merchant have been received by us in full from that Merchant.

You also acknowledge and agree that there are no fees for the Services provided you have an active account with MyRepublic. MyRepublic reserves the right to charge fees for the Services in the future. We will notify you before introducing any new charges for the Services by notifying you electronically, by posting such fees on the Website and Application, as applicable, or by any other method permitted by applicable law. If you continue accessing or using the Services after such notice, you must pay all applicable fees for the Services.

#### **4. THE SERVICES**

The purpose of the Services is to help you save money with minimal effort by rewarding you for certain qualifying purchases and other activities. However, you acknowledged and agreed that as the Services are provided to you by our business partner, we cannot guarantee that the Services will always be available to you.

##### **(a) Certain Requirements**

In order to access or use the Services (other than merely browsing the Website), you must: (i) be an existing and active customer of MyRepublic and have a user account with us (an “Account”) and maintain your Account in good standing, (ii) not have an existing user account with our business partner that we’ve appointed to provide the Services (iii) reside in Australia, and have a Australian mobile phone number; (iii) accept and agree to these Terms, including our [Privacy Policy](#) and any Additional Terms; and (iv) provide all information requested by us, such as your name, phone number, email address, and payment account information (“User Information”).

All determinations as to whether a phone number is authorised by the Company is at our sole discretion. Each individual user of the Services may only have one Account. You represent and warrant that all User Information you provide us from time to time is truthful, accurate, current, and complete, and you agree not to misrepresent your identity or your User Information. You must promptly notify us of changes to your User Information by updating your Account.

These Terms and our [Privacy Policy](#) govern our collection, use, storage, and disclosure of User Information.

You are solely responsible for ensuring the confidentiality of your Account login information and maintaining the security of such information. You agree not to authorise any other person to use your Account for any purpose. Except as otherwise provided by applicable law, you are solely responsible for all transactions and other activities authorised or performed using your Account, whether authorised by you or not. If you believe any of your Account credentials, such as your password, have been obtained or used by any unauthorised person or you become aware of any other breach

or attempted breach of the security of the Services or your Account, you must notify us immediately. Our contact details are available in our website.

You also acknowledge that the Services may be supported via advertising and collects data to help the Application serve ads. We may work with analytics companies to help us understand how the Application is being used, such as the frequency and duration of usage. We work with advertisers and third party advertising networks, who need to know how you interact with advertising provided in the Application which helps us keep the cost of the Application free. Advertisers and advertising networks use some of the information collected by the Application but cannot identify you directly.

We also use your location information to provide requested location services such as presentation of offers near you. Your personal attendance at a location is not provided to a third party - only general statistics are provided to our discount partners. Understanding your needs allows us to deliver more appropriate discounts.

#### (b) Linking Your Payment Card

In order to receive MyRepublicCash from us for qualifying purchases of Merchant's goods or services, you must link at least one eligible debit or credit card (a "Payment Card") to your Account. Please note that not all debit and credit cards are eligible to be linked to your Account. All determinations as to whether a card is eligible to be a Payment Card are at our sole discretion. For example, certain Mastercard and Visa cards are not eligible to be linked to your Account, including, but not limited to, the following: prepaid cards, corporate cards, purchasing cards, store cards which can only be used at their respective retailers' stores, government-administered prepaid cards (including Medicare and healthcare cards and cards that are not processed through the Visa payment system or the Mastercard payment system. In order to be eligible as a Payment Card, it must be issued by an Australian Financial Institution. In addition, you may not be able to link a debit or credit card to your Account if the card is already linked to certain other third-party card-linked offer programs.

#### (c) Use of Enrolled Cards and Transaction Information

By registering a Payment Card in connection with transaction monitoring, you authorise us to share your payment card information with the third-parties that enable us to provide the Services ("Third-Party Service Providers") and your Payment Card Network (e.g., Visa, Mastercard) so it knows you enrolled. You authorise the Payment Card Network to monitor transactions on your registered Payment Card(s) to identify qualifying purchases in order to determine whether you have qualified for or earned an offer linked to your Payment Card, and for the Payment Card Network to share such transaction details with us to enable your card-linked offer(s) and target offers that may be of interest to you. You agree that the Company and Third-Party Service Providers may view your transactions made by you with participating merchants. You authorise participating merchants to provide the Company with historical transaction data. You may opt-out of transaction monitoring on the payment card(s) you have registered.

You may opt-out of transaction monitoring on the Payment Card(s) you have registered by de-linking through the Services or by terminating your Account. To terminate your Account and this Agreement and your right to use the Services at any time and for any reason and for no reason, contact Customer Support through the Application and immediately discontinue all use of the Services. Please note that if you opt-out of transaction monitoring, certain features of the Services may not be available to you or the performance of certain features of the Services may be limited or not work at all.

#### (d) Receiving MyRepublicCash

Subject to these Terms, we will automatically provide MyRepublicCash to you when you purchase qualifying goods or services with your Payment Card or perform other qualifying actions identified by us. The Company, in its sole discretion, establishes the terms and conditions for each qualifying purchase or action and determines whether you have satisfied such terms and conditions to receive MyRepublicCash. Such terms and conditions are set forth on the Website and the Application and may be updated, modified, suspended, or cancelled by the Company at any time in its sole discretion.

Not all qualifying purchases made with your Payment Card may be eligible for MyRepublicCash if we are unable to obtain certain transaction information from the Payment Card Network associated with your Payment Card. For example, we may be unable to obtain certain transaction information from the Payment Card Network (and you may therefore be unable to receive MyRepublicCash) for the following transactions made with your Payment Card: (i) purchases that require you to enter your Personal Identification Number ("PIN") for your Payment Card, (ii) purchases you initiate through identification technology that substitutes for a PIN, (iii) payments made through other payment methods (such as a digital wallet or a third-party payment application, where you may choose your Payment Card as a funding source but you do not present your Payment Card directly to the merchant), (iv) payments of existing balances, balance transfers, or (v) transactions that are not processed or submitted through the Payment Card Network. Do not use a PIN when paying for a qualifying purchase with your Payment Card if you want the purchase to be eligible for MyRepublicCash.

Without limiting any of the other terms of these Terms, if you return, charge back, cancel, dispute, or otherwise request a refund for a qualifying purchase for which you have already received MyRepublicCash, we will reduce the balance of MyRepublicCash in your Account by the amount of MyRepublicCash you received for such transaction. If the balance of MyRepublicCash in your Account is less than the amount of MyRepublicCash you received for such transaction, we will offset the applicable amount of MyRepublicCash from MyRepublicCash you would otherwise receive for future qualifying actions.

MyRepublicCash that you receive as a result of a qualifying purchase at a local merchant will generally be reflected in your Account within 0-7 Business Days after the date of purchase. MyRepublicCash that you receive as a result of a qualifying online purchase will be reflected in your Account after the return period for the purchase has expired

and generally within 60-90 Business Days after the online purchase is completed. In some cases, it may take longer for MyRepublicCash to be reflected in your Account. For purposes of these Terms, “**Business Day**” means a day that is not a Saturday, Sunday or public holiday in New South Wales, Australia. Without limiting any of the other conditions of these Terms, if we award MyRepublicCash to you in error (e.g., we later determine that you did not comply with the terms and conditions of a qualifying purchase or if you charge back a qualifying purchase), we reserve the right to remove the applicable MyRepublicCash from your Account. You are responsible for making sure the MyRepublicCash balance reflected in your Account is correct. If you believe that your Account does not accurately reflect MyRepublicCash that you are eligible to receive, please contact us through the Application. MyRepublicCash will remain in your Account until it is used to offset your MyRepublic bill as described below.

#### (e) MyRepublicCash Automatic Redemption

Subject to these Terms and our approval, MyRepublicCash once the balance in your Account reaches \$20, it will be automatically used to offset your MyRepublic’s bill. Excess credit on your account will be rolled over to offset future bills, until it is fully utilised. The balance of MyRepublicCash in your Account must be equivalent to at least \$20 in order to be automatically redeemed to offset your bill MyRepublicCash

#### (f) Taxes

All amounts paid to you under these Terms are exclusive of any applicable withholding, sales, use, excise, value added, or other taxes. You acknowledge and agree that you are responsible for determining, paying, withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your activity in connection with the Services. We are not responsible for determining whether you owe taxes in connection with your access to or use of the Services or for collecting, reporting, or remitting taxes arising from your access to or use of the Services, except for our own income taxes. You agree to promptly and fully reimburse and indemnify us for any taxes, penalties, and interest assessed by any taxing authority regarding amounts owed by you in connection with these Terms.

Depending on applicable tax laws, your receipt of MyRepublicCash may be subject to reporting to certain tax authorities. In accordance with such laws, we may be required to send to you and file certain forms with tax authorities for any year in which MyRepublicCash is issued to you. If we request information from you in order to complete a required tax form, and you fail to provide the requisite information, you will be prohibited from redeeming MyRepublicCash from your Account until we receive the required information.

#### (g) Additional Terms, Representations, and Requirements

You may only access and use the Services for your own personal, non-commercial use and not on behalf of or for the benefit of any third party. You may not use MyRepublicCash to make purchases, to transfer funds to third parties, or for any other purpose, except as expressly permitted by us. You acknowledge and agree that MyRepublicCash: (i) are issued solely by the Company and are not underwritten, funded, sponsored, or otherwise provided by any third party, including, but not limited to, the Payment Card Networks, our merchant, brand, or other clients or business partners; (ii) have no cash or other monetary value and do not act as a substitute for real currency; and (iii) are not redeemable or exchangeable for real currency or other monetary value from the Company or any other third party, except as expressly provided in these Terms or otherwise required by applicable law. By accessing or using the Services, you agree not to seek to redeem or otherwise claim MyRepublicCash from any third party, including, but not limited to, the Payment Card Networks, our merchant, brand, or other clients or business partners.

You further acknowledge and agree that: (i) the Company, in its sole discretion, may impose limits, terms, and conditions on MyRepublicCash, including, but not limited to, limits on the amount of MyRepublicCash that may be received and redeemed, and may adjust the MyRepublicCash balance in your Account; (ii) the Company and the Payment Card Networks are not financial institutions and do not provide banking or payment processing services; (iii) no consideration or other value is or has been given in exchange for MyRepublicCash; (iv) the Company is not a party to your Payment Card transactions; and (v) the Company is not responsible, and has no liability for, any products or services that are paid for with your Payment Card. You must resolve all disputes related to any products or services that are paid for with your Payment Card directly with the applicable merchant and/or the financial institution that issued your Payment Card.

You may not transfer, assign, sell, gift, exchange, trade, convert, lease, sublicense, rent, or distribute MyRepublicCash, except as expressly permitted by us and subject to applicable law. Any disposition or attempted disposition of MyRepublicCash in violation of these Terms will be void and will result in immediate termination of your Account. We do not recognise or condone any third-party service that may be used to sell, exchange, transfer, or otherwise dispose of MyRepublicCash, and we do not assume any responsibility for, and will not support, such transactions.

In addition to your other representations and warranties in these Terms, you represent and warrant that you will not access or use the Services to engage in any illegal, fraudulent, or other illicit activity. In order to redeem MyRepublicCash through the Services, you must provide such other information and documents as requested by us to verify your identity and compliance with these Terms, including, but not limited to, your representations and warranties herein. For our compliance purposes and in order to provide the Services to you, you hereby authorise us to, directly or through a third party, obtain, verify, and record information and documentation for purposes of verifying your identity and your Payment Card and Redemption Account information.

## **5. THIRD PARTY TRAVEL SERVICES**

The Services may facilitate your purchase of third-party travel services, such as hotel reservations and car rental services (the “Travel Services”), from third-party suppliers (“Third-Party Suppliers”). Separate terms and conditions apply to the Travel Services. You should read these terms and conditions carefully before purchasing any Travel Services. By purchasing Travel Services through the Services, you agree to be bound by the terms and conditions of the Travel Services established by the applicable Third-Party Supplier and you authorise the applicable Third-Party Supplier to book the Travel Services on your behalf, and you agree that your Payment Card will be charged by the applicable Third-Party Supplier for the total reservation price at the time of booking. Some hotels may be non-refundable, and, in that event, no refunds will be provided by such hotels for unused portions of hotel reservations. The hotel rate, including taxes and fees, is advertised by the Company, and does not include any applicable hotel service fees, charges for optional incidentals, or regulatory surcharges.

MyRepublicCash associated with Travel Services will be issued to you after we have confirmed with our Third-Party Suppliers that you completed your stay at the hotel. MyRepublicCash will not be issued on hotel cancellations or no-shows.

MyRepublicCash you receive for your first booking through the Services, including any associated bonuses, will be reflected in your Account up to 90 days after your confirmed check out. In some cases, it may take longer for MyRepublicCash to be reflected in your Account.

For any questions, comments, concerns, or other issues related to the Travel Services, you must contact the applicable Third-Party Supplier.

## **6. OWNERSHIP AND PROPRIETARY RIGHTS IN THE SERVICES**

All right, title, and interest in and to the Services, including any updates, upgrades, and modifications thereto, and any associated patents, trademarks, copyrights, trade secrets, and other intellectual property rights, belong solely and exclusively to the Company and its licensors, and, except as expressly set forth in these Terms, we do not grant you any licenses or other rights, express or implied, to the Services.

You acknowledge and agree that the Services are protected by applicable copyright, trademark, and other intellectual property laws. All words and logos displayed in connection with the Services that are marked by the ™ or ® symbols are trademarks and service marks of the Company and/or their respective owners. The display of a third-party trademark in connection with the Services does not mean that we have any relationship with that third party or that such third party endorses the Services or the Company.

Subject to these Terms, we hereby grant you a limited, revocable, personal, non-exclusive, and non-transferable right and license to access and use the Services solely for your personal, non-commercial, entertainment purposes. Except as expressly provided by these Terms or as otherwise expressly permitted by us, you may not use, modify, disassemble, decompile, reverse engineer, reproduce,

distribute, rent, sell, license, publish, display, download, transmit, or otherwise exploit the Services in any form by any means. Without limiting the foregoing, you agree not to (and not to allow any third party to): (a) use any robot, spider, scraper, or other automatic or manual device, process, or means to access or copy the Services; (b) take any action that imposes or may impose (in our sole determination) an unreasonable or a disproportionately large load on the Services or our infrastructure; (c) utilise any device, software, or routine that will interfere or attempt to interfere with the functionality of the Services; (d) rent, lease, copy, provide access to or sublicense any portion of the Services to a third party; (e) use any portion of the Services to provide, or incorporate any portion of the Services into, any product or service provided to a third party; (f) remove or obscure any proprietary or other notices contained in the Services; or (g) use the Services for any illegal or unauthorised purpose. We may, but are not obligated to, monitor your use of the Services.

## **7. RESTRICTIONS ON USE**

Without limiting any of the other conditions of these Terms and except as otherwise expressly permitted by us, you may not: (a) access or use any part of the Services for any commercial purpose; (b) access or use the Services for any illegal purpose; (c) attempt to gain unauthorised access to any other user's Account; (d) modify or attempt to modify or in any way tamper with the Services; (e) access or use the Services in a way that may infringe upon the intellectual property or other rights of any third party, including, without limitation, trademark, copyright, privacy, or publicity rights; or (f) interfere with or disrupt networks connected to the Services or violate the regulations, policies, or procedures of such networks.

## **8. USER CONTENT**

You may be able to post, submit, publish, display, or transmit (collectively, "share") materials, suggestions, ideas, data, and other content through the Services ("User Content"). By sharing User Content through the Services, you represent and warrant that: (a) you are solely responsible for the transmission, accuracy, completeness, and publication of that User Content; (b) you have the right, power, and authority to share that User Content and grant the rights and licenses to that User Content provided herein; and (c) the User Content does not and will not infringe or violate the rights of any third party. Any User Content will be treated as non-confidential and non-proprietary, except as otherwise provided in these Terms and our [Privacy Policy](#). You may not share User Content that is offensive; objectionable; promotes racism, discrimination, bigotry, hatred, or physical harm of any kind; harasses or advocates harassment of another person; exploits people in any manner; or contains nudity, violence, or pornographic subject matter.

You hereby grant us a royalty-free, worldwide, perpetual, non-exclusive, unrestricted, irrevocable, transferable, and sub-licensable right and license to modify, copy, reproduce, distribute, sell, publicly display, transmit, delete, make derivative works from, store, and otherwise exploit User Content and to allow others to do the same for any purpose, including, but not limited to, commercial purposes. You acknowledge and agree that you will not receive any compensation whatsoever for

granting us this license to your User Content, and you hereby completely and irrevocably waive any moral or similar rights you may have in your User Content, even if such User Content is altered or changed in a manner that is not agreeable to you. This includes, but is not limited to, any claims based on invasion of privacy, idea misappropriation, other civil rights violations, or defamation. The license granted under this Section, including the related waiver of any applicable moral rights, will survive any termination of these Terms.

Without undertaking any obligation to screen or monitor User Content, we have the right (but not the obligation) to edit, modify, refuse to post, or remove any User Content that we determine, in our sole discretion, violates these Terms or is otherwise objectionable. You acknowledge and agree that we may, but are not obligated to, preserve User Content and may also disclose User Content to the extent permitted by applicable law, these Terms and as provided in our [Privacy Policy](#). You acknowledge and agree that your communications with other users via any channel of communication via the Services may be public and that you have no expectation of privacy concerning your access to and use of the Services. You are solely responsible for your communications through the Services and your interactions with other users of the Services.

## **9. PAYMENT TERMS**

By providing your payment account information, including Payment Card and Redemption Method information, to us, you represent, warrant, and covenant that: (a) you are legally authorised to provide such information to us; (b) you are legally authorised to perform payments from, and accept payments to, the payment account; and (c) such action does not violate the terms and conditions applicable to your use of such payment account or applicable law. When you authorise a payment in connection with the Services, you represent, warrant, and covenant that there are sufficient funds or credit available to complete a payment using the designated payment method.

## **10. THIRD-PARTY CONTENT**

The information presented through the Services is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other user of the Services. The Services may include content provided by third parties, including content provided by other users of the Services. All statements and/or opinions expressed in such content (other than the content provided by the Company) are solely the opinions and the responsibility of the provider of the content and do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content provided by any third party.

## **11. THIRD-PARTY SERVICES AND LINKS**

The Services may contain links to third-party websites, applications, and services that are not owned or operated by us. The Services may also facilitate your purchase of third-party products and services, such as the Travel Services. We do not control, and are not responsible for, the Travel Services or any other third-party products, services, websites, or applications (collectively, "Third-Party Services") or the Third-Party Suppliers or any other providers or sellers of Third-Party Services. Separate terms and conditions apply to Third-Party Services. You should read those terms and conditions carefully before accessing or purchasing any Third-Party Services. You are, among other things, responsible for all charges, fees, duties, taxes, and assessments in connection with your purchase of any Third-Party Services through the Services, except as otherwise provided by applicable law. You must resolve all disputes related to Third-Party Services with the applicable third party that provides and/or sells the Third-Party Services.

## **12. SUSPENSION AND TERMINATION**

We may, in our sole discretion, suspend, limit, or terminate your Account and your access to and use of the Services, including the MyRepublicCash balance in your Account, at any time for any reason, with written notice to you, including, but not limited to, if we suspect that your access to or use of the Services violates these Terms or applicable law. Your Account will also be automatically terminated if you no longer have a valid and/or active account with us. All MyRepublicCash accrued from and including the day of termination will be forfeited.

You may stop using the Services and terminate your Account at any time by contacting us through the Application. Upon the termination of your Account, you will no longer be entitled to access and use the Services. Termination of your Account and your access to and use of the Services will not affect any of our rights or your obligations arising under these Terms prior to such termination. Provisions of these Terms that, by their nature, should survive termination of your Account and your access to and use of the Services will survive such termination.

## **13. INDEMNIFICATION**

You agree to indemnify, hold harmless, and (at our request) defend us, our affiliates, and our and their respective employees, officers, directors, and agents, as well as the Payment Card Networks, from and against all claims, demands, suits, damages, costs, lawsuits, fines, penalties, liabilities, and expenses, including reasonable legal fees, that arise from any third-party claim due to or arising out of: (a) User Content you share through the Services; (b) your use of the Services; (c) your breach or alleged breach of these Terms; (d) your violation of applicable law, including, but not limited to, infringement of third-party intellectual property rights; or (e) your other actions or omissions that result in liability to us. We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us under these Terms, and you agree to cooperate with our defense of these claims.

## **14. DISCLAIMERS**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR ACCESS TO AND USE OF THE SERVICES AND ALL INFORMATION, PRODUCTS, AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE THROUGH THE SERVICES ARE AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED ON AN “AS IS” AND “WHERE IS” BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND WE AND THE PAYMENT CARD NETWORKS EXPRESSLY DISCLAIM ANY AND ALL CONDITIONS, REPRESENTATIONS, WARRANTIES, EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

WITHOUT LIMITING THE FOREGOING, WE AND THE PAYMENT CARD NETWORKS MAKE NO WARRANTY THAT (A) THE SERVICES WILL MEET YOUR REQUIREMENTS; (B) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE; (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS; OR (E) ANY ERRORS IN THE SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY US OR ANY OF OUR AUTHORISED REPRESENTATIVES WILL CREATE ANY WARRANTY.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU. HOWEVER, ANY LIMITATION WILL BE CONSTRUED TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

## **15. LIMITATIONS OF LIABILITY**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE, OUR AFFILIATES, AND OUR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS AND AGENTS WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS TO OR USE OF THE SERVICES OR ANY INFORMATION, PRODUCTS, OR OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE THROUGH THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

WITHOUT LIMITING THE FOREGOING AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN THE EVENT YOU OR ANY OTHER PERSON OR ENTITY IS ENTITLED TO DIRECT DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS, USE, OR INABILITY TO ACCESS OR USE, THE SERVICES OR ANY INFORMATION, PRODUCTS, OR OTHER CONTENT (INCLUDING THAT OF THIRD

PARTIES) INCLUDED IN OR ACCESSIBLE THROUGH THE SERVICES, THE COLLECTIVE LIABILITY OF THE COMPANY, OUR AFFILIATES, THE PAYMENT CARD NETWORKS, AND OUR AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, AND AGENTS, (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) WILL NOT EXCEED \$100 OR IN THE EVENT THAT THE AUSTRALIAN CONSUMER LAW APPLIES, THE COLLECTIVE LIABILITY OF THE COMPANY, OUR AFFILIATES, THE PAYMENT CARD NETWORKS, AND OUR AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, AND AGENTS, WILL NOT EXCEED THE COST OF SUPPLYING THE SERVICES AGAIN.

IN ADDITION TO AND WITHOUT LIMITING ANY OF THE FOREGOING, WE WILL HAVE NO LIABILITY FOR ANY FAILURE OR DELAY RESULTING FROM ANY CONDITION BEYOND OUR REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OF GOD, ACTS OF TERRORISM, LABOUR CONDITIONS, POWER FAILURES, INTERNET DISTURBANCES, OR ANY SERVICES OR SYSTEMS CONTROLLED BY THIRD PARTIES.

THE LIMITATIONS IN THIS SECTION DO NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## **16. NOTICES**

We will send all notices and other communications regarding the Services to you at the email address or physical address you provided for your Account, as may be updated by you from time to time. You will be considered to have received a notice from us regarding the Services when we send it to the email address or physical address we have in our records for you or when we post such notice on the Website or the Application.

Except as otherwise provided in these Terms, all notices to us that are intended to have a legal effect must be delivered via email to the email address listed in our website. All such notices are deemed effective upon receipt by us (unless the sender receives an automated delivery notice that the relevant email has failed to send).

## **17. DISPUTE RESOLUTION**

The parties must not start any mediation, arbitration or court proceedings unless it has complied with this clause 17.

### **(a) Notice of dispute**

A party claiming that a dispute has arisen must give the other party to the dispute notice setting out details of the dispute.

### **(b) Best efforts to resolve dispute**

Each party to the dispute ("Disputant") must use its best efforts to resolve the dispute within 15 Business Days after the notice is given under clause 17(a) (or any longer period agreed between the Disputants ("Initial Period")).

(c) Referral to mediation

If the parties are unable to resolve a dispute through good faith negotiations, either party may refer such dispute to mediation in accordance with the Current Mediation Rules of the Resolution Institute (the membership body incorporating the IAMA and LEADR). Unless otherwise agreed between the parties, the mediator will be nominated by the then current or acting president of the Resolution Institute (or his or her nominee).

To initiate mediation, a party must serve notice in writing to the other party requesting a mediation. The mediation will start not later than 10 business days 15 Business Days after the date of the mediation notice. If the parties cannot resolve a dispute through mediation, then either party may refer such dispute to litigation. For the purposes of this clause, 'Resolution Institute' means the membership body incorporating the "Institute of Arbitrators and Mediators" and "LEADR".

## 18. MISCELLANEOUS

(a) Entire agreement

These Terms, including our [Privacy Policy](#) and any Additional Terms, constitute the entire agreement between you and us regarding the Services and supersede and replace any prior agreements and communications between you and us, except as expressly set forth herein.

(b) Variation

These Terms may not be modified, supplemented, qualified, or interpreted by any trade usage or prior course of dealing not expressly made a part of these Terms.

(c) Assignment / Transfer

These Terms and any rights hereunder may not be transferred or assigned by you without our prior written consent, but may be assigned by us without restriction and without your prior consent. Any attempted transfer or assignment by you without our prior written consent will be null and void.

(d) Relationship

No agency, joint venture, partnership, trust, or employment relationship is created between you and us by way of these Terms.

(e) Severability

The invalidity or unenforceability of any provision of these Terms will not affect the validity of these Terms as a whole and any such provision should be enforced by

authorities, and reconstructed if need be, to apply to the maximum extent allowable under applicable law.

(f) Waiver

The failure by us to enforce at any time any of the provisions of these Terms, to exercise any election or option provided herein, to require at any time your performance of any of the provisions herein, or to enforce our rights under these Terms or applicable law will not in any way be construed as a waiver of such provisions or rights.

(g) Interpretation

The section headings used herein are for convenience only and will not be given any legal import.

## **19. CONTACT US**

If you have any questions regarding these Terms or the Service, please contact us through the contact details listed in our website

## **20. GOVERNING LAW**

These Terms are governed by the laws of New South Wales, Australia, without giving effect to any principle that provide for the application of the law of another jurisdiction.