

LUNA STARTUP STUDIO

E-COMMERCE TERMS AND CONDITIONS

TAPT BY HATCH
ACN: 638 840 972

SITE TERMS AND CONDITIONS

1. Terms

- 1.1. These Terms and Conditions (“**Terms**”), together with our Privacy Policy, apply to your use of Tapt By Hatch’s (ACN 638 840 972) (“**we**”, “**our**” or “**us**”) sites located at <https://taptbyhatch.com/> and <https://www.taptbyhatch.shop/> (each referred to as, the “**Site**”), your purchase of our Products, including our Tapt Card(s), and the provision of our Services.
- 1.2. By browsing or using the Site, you agree to these Terms, together with our Privacy Policy (collectively, the “**Agreement**”). If you do not agree with these Terms, you must not access, browse or use this Site or purchase our Products. You agree to the obligations imposed on you under these Terms and, in exchange, we agree to provide you with access to the Site, Services and Products.
- 1.3. We reserve all rights to alter these Terms at our discretion. Each time you use the Site, it is your responsibility to ensure that you are aware of our current Terms. Your continued use of the Site following the publication of changes to these Terms is taken to be your acceptance of those changes.
- 1.4. These Terms, as amended by us from time to time, continue to apply for as long as you use the Site, Products and Services or until terminated in accordance with these Terms.

2. Interpretation

- 2.1. In these Terms:

“**Account**” means an account created on the Site by you;

“**Agreement**” has the meaning in clause 1.2;

“**Australian Consumer Law**” means Schedule 2 of the *Competition and Consumer Act 2010* (Cth);

“**Business Day**” means 9:00am – 5:00pm Monday to Friday, excluding Saturdays, Sundays and public holidays in Victoria, Australia;

“**Consumer Guarantee**” has the meaning given in Division 1 of Part 3-2 of the Australian Consumer Law;

“**Customer**” means the person or legal entity who has created an Account, placed an Order for our Products, including our Tapt Card and uses our Services;

“**Delivery Cost**” means the costs associated with delivery of our Products;

“**Intellectual Property**” means all present and future intellectual or industrial property rights (whether or not registered) throughout the world, including, without limitation, in respect of patents, copyright, moral rights, trade names, trade marks, logos, systems, circuit layout, designs, software, plant breeder’s rights, domain names, trade secrets and confidential information;

“Material” means any information, data, source codes, drawings, content, text or images in any form (whether visible or not), audio recordings, video recordings, lists, sound, video, links, layout, look and feel, control features and interfaces contained on the Site, or otherwise displayed, uploaded or published on, or via, the Site;

“Order” means an order placed for our Products as offered by us from time to time;

“Personal Information” has the same meaning as in the *Privacy Act* and includes any personal information that you upload to your Tapt Card(s);

“Privacy Policy” means our privacy policy available at [<https://www.taptbyhatch.shop/policies/privacy-policy>]

“Products” include our Tapt Card(s) or any other products, goods or items listed or advertised on the Site from time to time, which may also include replacement Tapt Cards;

“Profile” means the online profile created by you whereby you provide us with your personal information which will be uploaded on your Tapt Card(s);

“Purchase” means an Order that has been paid by you for our Products and confirmed by us;

“QR Technology” means the quick response code technology;

“RFID Technology” means the radio-frequency identification chip in each Tapt Card(s) used to transmit information stored to smart phones;

“Services” means the services listed in clause 5.1 or as advertised on the Site;

“Site” means both at <https://taptbyhatch.com/> and <https://www.taptbyhatch.shop/>;

“Subscription” means an active subscription in respect of which a Customer pays the Subscription Fee for Products or Services on the basis of a Subscription Cycle, or as otherwise agreed between us time to time;

“Subscription Cycle” means each billing cycle which is one (1) year in length unless we communicate a different time period to you in writing at the time of sign up; **“Subscription Fee”** means the fee, as advertised on the Site, charged to Customers every Subscription Cycle for our Products (including Tapt Cards) and access to our Services;

“Tapt Card(s)” means our card(s) that uses RFID Technology and QR Technology to transmit stored information uploaded by you directly to smart phones; and

“You” or **“your”** means the person or entity accessing, using or relying upon the Site.

2.2. Any reference in these Terms to the singular includes the plural, to any gender includes all genders, to any act or statute includes any Act or statute which supersedes, replaces or modifies any earlier Act or statute, to persons includes all bodies and associations both corporate and incorporated and vice versa. Paragraph headings are for reference purposes only and all references to clauses are to clauses in these Terms unless otherwise specified.

3. Account

- 3.1. To use the Services via the Site and the Tapt Card(s), you must become a member of the Site and create an Account on the Site by providing:
 - (a) your name;
 - (b) telephone number;
 - (c) valid email address; and
 - (d) nominate a password ("**Password**"); and
 - (e) lawfully obtained payment information required to set up your Subscription.
- 1.1. From time to time, we may also ask you to provide, without limitation, the following optional information:
 - (a) details of your social media profiles (such as LinkedIn, Instagram or Facebook);
 - (b) the company you work, including its address, website and phone number;
 - (c) your job classification;
 - (d) office phone number; and
 - (e) a personal headshot.
- 3.2. The cost of registration is free, and you will receive confirmation of registration by way of a clickwrap via the Site shortly after you have created your Account with us.
- 3.3. You agree to keep your Account and account details current at all times by updating these details via your Account on the Site or by contacting us at support@taptbyhatch.com.
- 3.4. You warrant and represent that your access to, or use of, the Site is not unlawful or prohibited by any laws which apply to you. You understand and agree that any suspected fraudulent, abusive, or illegal activity may be referred to appropriate law enforcement authorities.
- 3.5. You agree that you have sole responsibility for any activity that occurs on or using your Account. You agree to notify us immediately if you become aware of any security breach or any unauthorised use of your Password or Account.
- 3.6. We may, in our absolute discretion, terminate your Account, disable your Account or restrict your access to the Site (temporarily or permanently) where you have breached these Terms, or for any reasonable reason and at any time. Under these circumstances, you may be prevented from accessing all or parts of the Site, our Products, Services and your Account details or any other content associated with your Account. We will not be liable to you or any third party if this occurs. We may impose limits or restrictions on the use you may make of the Site. Further, we may, for any reason, at any time and without notice to you, withdraw the Site, or change or remove Site functionality.
- 3.7. The Site may contain links to third party sites. Any links to such sites provided on the Site are for convenience only. We do not represent that we have any relationship with any linked sites nor recommend or endorse any goods, services or third party content appearing on, or via, other sites

linked to the Site. We are not responsible for any loss or damage that may arise from your access to, and/or use of, third party sites, products and services. Additionally, we are not responsible for the content or privacy practices associated with linked sites. You should make your own enquiries before using and/or accessing third party sites.

- 3.8. You may not use the Site other than for its intended purpose. You agree that you will not engage in any activity that interferes with or disrupts the Site, or the servers and networks that host the Site. You agree not to circumvent, disable or otherwise interfere with security-related features of the Site or attempt to do so or otherwise interfere with, or restrict, any person or visitor from accessing or using the Site.
- 3.9. Unless otherwise expressly stipulated in these Terms, you must not copy, adapt, distribute, display, reproduce or transmit any content displayed or published on the Site.
- 3.10. You must take your own precautions to ensure that the telecommunications equipment and computer systems used by you to access and use the Site does not expose your telecommunications equipment and computer systems to any viruses, malicious computer code or other forms of interference which may damage your computer system. We accept no responsibility for any loss or damage to you or anyone else which may arise out of, or in connection with, your access to, and use of, the Site.

4. Tapt Card(s)

- 4.1. By placing an Order for our Tapt Card(s) and by clicking 'Place my Order', you agree and confirm that:
 - (a) you are signing up to an ongoing Subscription with us until you cancel your Subscription with us;
 - (b) you are ordering a Tapt Card(s) and paying your first Subscription Fee; and
 - (c) your Subscription will automatically renew, and your credit card will automatically be charged the Subscription Fee according to the Order.
- 4.2. In exchange for your first Order paying, you will receive one (1) Tapt Card, unless you order an additional amount.
- 4.3. If you order more than one (1) Tapt Card, you will be charged for each individual card at the prices listed on our Site, in addition to the Subscription Fee after 12 months. We may offer from time to time discounts on bulk orders. These discounts will be advertised on our Site.
- 4.4. After you have placed an Order, we will confirm by email (to your nominated email address as listed in your Account):
 - (a) whether the Tapt Card(s) is available; and
 - (b) if so, when the Order has been processed.

("Initial Email").
- 4.5. The Initial Email will also contain a link which will prompt you to complete your Profile with the relevant information for your Tapt Card(s). You must complete your Profile with the Profile

information before we can begin uploading the Profile information using QR code onto your card. We take no responsibility for any delay on your behalf in uploading the Profile information.

- 4.6. With regards to the Profile information provide by you, you acknowledge and agree that:
- (a) you are solely responsible for the accuracy and quality of the information provided on your Profile which will be uploaded by us and stored on your Tapt Card(s); and
 - (b) once we begin uploading your Profile information onto your ordered Tapt Card(s) using QR code, our ability to edit the information later will be limited. We therefore are unable to change the Profile information at a later date in the event of incorrect information, errors or misspelling made by you.
- 4.7. We take no responsibility for Profile information that contains incorrect information, errors or misspelling made by you.
- 4.8. To the maximum extent permitted by law, Orders placed for a Tapt Card(s) cannot be cancelled by you once they have been accepted by us and we have uploaded your Profile information or we have begun the engraving process, unless as otherwise outlined in clause 8.
- 4.9. We reserve the right, in our absolute discretion, to cancel your Order for our Tapt Card(s) at any time prior to dispatch, or the provision of the Services, to you.
- 4.10. Subject to clause 8, if an Order has been cancelled, refused, or cannot be met or replaced due to unavailability, funds paid in relation to that Order will be refunded in full as soon as is reasonably practicable. You will be provided with email acknowledgement of the cancellation and any applicable refund.
- 4.11. We accept no responsibility for Orders that are declined, misplaced, not received, or not accepted due to disruptions caused to our internet connections or our computer systems.
- 4.12. Where you have provided an incorrect or incomplete delivery address and your Order is returned to us, we may redeliver the Purchase at your request and in our discretion charge a redelivery fee, where reasonable, for each subsequent delivery attempt.
- 4.13. Although we endeavour to provide accurate and complete information on the Products listed or advertised on the Site, we cannot guarantee the information is up to date, accurate and complete at all times. We reserve the right to (but are not obligated to) make changes or updates to information displayed on the Site at any time without notice to you.
- 4.14. We do not guarantee the availability of any Products displayed on, or ordered via the Site.

5. Services provided to you

- 5.1. Our Services provided to you via the Site include, but are not limited to:
- (a) allowing you to Order our Products, including the Tapt Card(s);
 - (b) allowing you to update and manage your Account, including updating payment information and cancelling your Subscription;
 - (c) Tapt Card(s) design;

- (d) lost card repurchase;
 - (e) pixel installation on the Site; and
 - (f) allowing you to input and update information stored on each Tapt Card(s);
- (Collectively, the “**Services**”).

6. Subscription Fee

- 6.1. In consideration for your Order of our Tapt Card(s) and the provision of our Services, you agree to pay us the Subscription Fee.
- 6.2. Your Subscription starts on the date you Order your Tapt Card. Your first Subscription Fee will be billed via purchase order link 12 months after your initial payment and confirm the Order of the Tapt Card on our Site.
- 6.3. By placing an Order for a Tapt Card(s), you authorise us to charge you the Subscription Fee at the current rate as advertised on the Site.
- 6.4. Unless we otherwise communicate a different time period to you at the time you create an Account or otherwise, each Subscription Cycle is one (1) year in length.
- 6.5. Your Subscription automatically renews each Subscription Cycle and we will automatically bill the Subscription Fee via Stripe, unless your Subscription is cancelled or terminated.
- 6.6. In the event your Subscription began on a day not contained in a given month, we may bill for the relevant Subscription Cycle on another day in the applicable month as we deem appropriate.
- 6.7. From time to time we may adjust the pricing of the Services, our Products and the Subscription Fee. We will provide at least 30 days’ notice of a price increase before it becomes effective (other than any increases due to legal or tax requirements such as the application of GST) by posting a notification on the Site, sending an email or such other means as we reasonably determine. If you do not cancel your Subscription, you will be deemed to have accepted these new fees.

7. Payment and Pricing

- 7.1. All prices for the Tapt Card(s) and Subscription Fee listed on the Site are in Australian Dollars and inclusive of goods and services tax (“**GST**”) unless otherwise specified. Prices are subject to change without notice.
- 7.2. Delivery Costs are included in the Subscription Fee. However International Delivery Costs are not included and will be charged to you. International Delivery Costs do not include insurance or any taxes or duties which may be applied by customs at the destination country and any duties or taxes incurred are the responsibility of the person who placed the Order or purchased the Subscription.
- 7.3. Payment of Tapt Card(s) and the Subscription Fees will be debited from your nominated payment method on the basis of your Subscription Cycle.
- 7.4. You may edit your payment method details through your Account.

- 7.5. If transfer of the Subscription Fee is unsuccessful due to expiration, insufficient funds or otherwise, you nonetheless remain responsible for promptly paying the unpaid fees and authorise us to continue billing you via your nominated payment method, as it may be updated, including in the event you attempt to create a new Account, reactivate the unsettled Account or sign up for a new Account. This may result in a change to your payment billing dates. If we cannot charge your account the Subscription Fee, we reserve the right, but are not obligated, to terminate your access to the Services.
- 7.6. You agree and acknowledge that we will treat an electronic instruction as authentic and are under no obligation to investigate the authenticity or authority of persons issuing or transmitting such electronic instructions, or to verify the accuracy and completeness of such electronic instructions.
- 7.7. Promotional offers and discounts may be offered at our sole discretion, and on such terms and conditions as are notified at the time of the relevant promotional offer or discount.
- 7.8. Payment processing services for the Products and Services are provided by Shopify Pay or Stripe.
- 7.9. Stripe is subject to the [Stripe Connected Account Agreement](#), which includes the [Stripe Terms of Service](#) (collectively, the “**Stripe Services Agreement**”). By using Stripe to process payments, you agree to be bound by the Stripe Services Agreement, which may be modified by Stripe from time to time. As a condition of enabling payment processing services through Stripe, you agree to provide us with accurate and complete information about you, and you authorise us to share it and transaction information related to your use of the payment processing services provided by Stripe.
- 7.10. By using Shopify to process payments, you agree to be bound by the [Shopify Terms of Services](#), which may be modified by Shopify from time to time. As a condition of enabling payment processing services through Shopify, you agree to provide us with accurate and complete information about you, and you authorise us to share it and transaction information related to your use of the payment processing services provided by Shopify.
- 7.11. If your nominated payment method triggers our internal suspect transaction protocols, we may contact you to confirm additional details, or rescind the transaction. In this case, until payment for your Order has passed our fraud prevention protocols your Purchase will not be complete. If you do not provide the requested information within seven (7) days, your Order or Subscription will be cancelled and your payment will be refunded back to you via the method in which you paid. These information requests are sent to help protect credit card holders from online fraud though we provide no guarantee that we will identify any or all instances of online fraud that may occur in relation to any Purchase made on or via the Site.
- 7.12. To the maximum extent permitted by law, we reserve the right to refuse a sale to any Customer.

8. Refunds of the Subscription Fees and Products

- 8.1. Nothing contained in these Terms excludes, restricts or modifies the application of any condition, warranty or other obligation, the exercise of any right or remedy, or the imposition of any liability under the *Competition and Consumer Act 2010* (Cth) or any other national, state or territory legislation (the “**Acts**”) where to do so is unlawful.
- 8.2. Without limiting our obligations or your rights under law (including the Australian Consumer Law), the amount paid for the Tapt Card(s) and Subscription Fees are non-refundable, unless we

specifically communicate otherwise. However, we may (in our absolute discretion) elect to refund the most recent Subscription Fee paid by you in the following circumstances:

- (a) if you are cancelling the subscription and requests a refund within 24 hours of making the first payment for the Subscription Fee; or
- (b) if your subscription is cancelled prior to the end of a Subscription Cycle for which you have incurred a charge in error or due to disability or death.

8.3. To the maximum extent permitted by law, we will not provide you with a refund, or exchange or repair the Products or Services purchased by you on, or via, the Site where:

- (a) we have begun engraving the Tapt Card(s) with your details;
- (b) Tapt Card(s) or other Products offered by us are damaged through misuse, accident or abnormal use; or
- (c) the Australian Consumer Law or any manufacturer's warranty does not apply.

8.4. Consumer Guarantees cannot be excluded and are in addition to any manufacturer's warranties or extended warranties purchased or given to you.

8.5. If a Tapt Card(s) or other Products offered by us is damaged, incorrect or faulty, you should contact us as soon as possible at support@taptbyhatch.com to arrange your return or exchange. You must comply with directions or instructions given by us in relation to returning the damaged, faulty or defective Tapt Card(s) or other Products to us.

8.6. It is your responsibility to ensure that returned Tapt Card(s) or other Products are returned safely and within a reasonable period of time. We accept no responsibility for Tapt Card(s) or other Products lost in transit.

8.7. Where you are returning Tapt Card(s) or other Products to us because of our failure to comply with a Consumer Guarantee, Tapt Card(s) or other Products returned to us will be at our cost. Refunds may take up to 10 Business Days to be processed.

9. Cancellation of Subscription

9.1. You may cancel your Subscription at any time by cancelling your Subscription via the account settings in your Account or by providing notice 14 days' notice to us at support@taptbyhatch.com.

9.2. If you elect to terminate your Subscription, you will continue to have access to the Tapt Card(s) or other Products until the end of your current Subscription Cycle, unless we determine to refund the most recent Subscription Fee, in which case your access will be terminated immediately.

10. Delivery and Ownership of Products

10.1. We will use reasonable endeavours to ensure that all Tapt Card(s) or other Products offered by us and Services are delivered in a prompt and timely manner. However, delivery dates are estimates only and factors outside our control may result in delays to delivery. The estimated date of delivery may change without notice. We do not accept any liability for loss or damage suffered by you or anyone as a result of any such delays.

- 10.2. Delivery Costs will vary depending on the Order you have made, the method of delivery, the location for delivery and any taxes or duties that may be charged in relation to delivery of the Order.
- 10.3. You acknowledge and agree that it is your responsibility to ensure you have nominated the correct delivery address (residential, email or as otherwise applicable) and provided sufficient and appropriate details to identify the recipient in making an Order, and we are not responsible for any misplaced parcels or for delivery of any Order to an unintended recipient as a consequence of incorrect details.
- 10.4. You must ensure that any person who collects or takes delivery of the Tapt Card(s) or other Products on your behalf is authorised by you to do so. Title and risk in Tapt Card(s) or other Products will pass to the Customer on signing for delivery of the Tapt Card(s) or other Products. Where a Customer gives written authority for Tapt Card(s) or other Products to be delivered without a signature:
- (a) any and all included insurance cover (if any) will be voided; and
 - (b) title and risk in the Products pass to the Customer on delivery of the Products to your nominated delivery address.
- 10.5. We are not responsible for the delivery times of Tapt Card(s) or other Products. Once Tapt Card(s) or other Products have been dispatched, it is the Customer's responsibility to liaise with our nominated courier company in relation to date of delivery and to make themselves available to take delivery at the nominated time for delivery. Any information provided by us to a Customer in relation to the method of delivery and estimated delivery time will be from a third party, and as such we do not guarantee the accuracy or currency of such information.

11. Legal Capacity

- 11.1. You must be eighteen (18) years of age or over to register for an Account or to Order the Tapt Card(s) or other Products or Services on, or via, the Site. If you are under the age of 18 years ("**Minor**"), you must immediately cease accessing and using the Site unless you have permission from a parent or guardian to create an Account in accordance with clause 11.3 of these Terms. If you are found to be a Minor, we are entitled, at our absolute discretion, to cancel or terminate any Order and/or purchase of Tapt Card(s) or other Products or Services made on, or via, the Site.
- 11.2. Any Order and/or purchase made by you using this Site and your continued use of the Site is an acknowledgement by you that:
- (a) you are over the age of eighteen (18) years, or have obtained the relevant permission from a parent or guardian to create an Account; and
 - (b) you accept these Terms and agree that you have entered into a binding legal contract with us in relation to the Terms.
- 11.3. If you are a parent or guardian permitting a Minor to create an Account, you agree to:
- (a) exercise supervision over the Minor's use of the Site;
 - (b) assume all risks associated with use of the Site as outlined in these Terms;

- (c) ensure that all content and information that the Minor may encounter on the Site is suitable and appropriate for the Minor;
 - (d) assume all liabilities resulting from the Minor's use of our Site and their Account;
 - (e) ensure the accuracy and truthfulness of all information submitted by the Minor;
 - (f) provide the consents contained in these Terms on behalf of the Minor.
- 11.4. We may, at any time, request written confirmation from a parent or guardian that you have permission to access and use this Site.
- 11.5. We reserve the right to take legal action and/or seek compensation for any loss or damage we may suffer as a result of, or in connection with, any transaction entered into by a Minor or from the parent or guardian of a Minor who causes an Order to be placed.

12. Intellectual Property

- 12.1. Except in respect of your Personal Information uploaded to each Tapt Card(s), we own all intellectual property rights in the Site and Products, and we retain all rights, title and interest in the Sites and Products, irrespective of any licence we may grant you to access and use the Site and Products.
- 12.2. Other than your Personal Information, you agree that any intellectual property rights in any content that you upload, post, transmit, or otherwise made available to the Site or Products or otherwise provided to us becomes our sole and exclusive property immediately upon you uploading it to the Site and you hereby assign all intellectual property rights in all and any such manner to us.
- 12.3. By uploading, posting, transmitting or otherwise making available any content or material via the Site ("**Your Content**"), you:
- (a) grant to us a non-exclusive, worldwide, royalty-free, perpetual, irrevocable and sub-licensable licence to use, publish, reproduce and otherwise exploit Your Content in any form for any purpose and unconditionally waive any moral rights that you might have in respect of Your Content; and
 - (b) represent and warrant that you either own the Intellectual Property Rights in Your Content or have the necessary permission to upload, post, transmit or otherwise make available Your Content via the Site.
- 12.4. You must not in any form or by any means reproduce, modify, distribute, store, transmit, publish, use or display the Material on another Site or create derivative works from any part of the Site or the Material or commercialise any information obtained from any part of the Site or Material without our prior written consent.
- 12.5. We reserve the right to terminate any licence granted to you under these Terms and/or remove any of Your Content from the Site, at any time, for any reason and without notice to you.
- 12.6. You agree that you will not modify or copy the layout or appearance of the Site nor any computer software or code contained in the Site, and that you will not decompile, disassemble, reverse

engineer or otherwise attempt to discover, interfere with or access any source code related to the Site.

13. Linking to the Site

- 13.1. You must not establish a link to the Site in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- 13.2. You must not establish a link to the Site from any Site that is not owned by you.
- 13.3. This Site must not be framed on any other Site, and you must not create a link to any part of this Site other than the home page. We reserve the right to withdraw linking permission at any time without written notice.

14. Indemnity

- 14.1. You agree to indemnify us and our officers, directors, employers or contractors (collectively, the “**Indemnified**”) and to keep indemnified and hold harmless the Indemnified from and against any and all actions, claims, demands, losses, damages, taxes, liabilities, costs and/or expenses that may be incurred by, or sustained by, the Indemnified arising out of, or in connection with, your access to, and use of, the Materials, the Site, any breach by you of these Terms or your or anyone else’s use of the Tapt Card(s), Products or Services.

15. Liability

- 15.1. To the maximum extent permitted by law, we exclude all:

- (a) conditions, guarantees or warranties expressed or implied by law; and
- (b) any liability to you or to any third person however arising (and whether arising under statute, negligence or otherwise) for any personal injury or death to you or any third person, or for any special, direct, indirect or consequential loss or damage (including, but not limited to, loss of income or revenue, loss or interruption of business, loss of profits, revenue or contracts, loss of anticipated savings, loss of data, loss of use, loss of privacy or loss of goodwill),

arising out of, or in connection with, access and/or use of the Material, the Site, or any Products or Services Ordered on or purchased via the Site and these Terms.

- 15.2. Without limiting the generality of the foregoing, you agree that in no event shall our maximum aggregate liability exceed one (1) Subscription Cycle’s worth of Subscription Fees. You acknowledge and agree the limitations of liability contained in this clause are a fair and reasonable allocation of the commercial risk between the parties.
- 15.3. To the maximum extent permitted by law, all typographical, clerical or other errors or omissions in sales literature, quotations, price lists, acceptances or offers, invoices or other documents or information issued by us will be subject to correction without any liability on our part.
- 15.4. Nothing contained in these Terms excludes, restricts or modifies the application of any condition, warranty or other obligation, the exercise of any right or remedy, or the imposition of any liability

under the *Competition and Consumer Act 2010* (Cth) or any other national, state or territory legislation where to do so is unlawful.

15.5. This clause 15 survives termination or expiry of these Terms.

16. Privacy

16.1. We are committed to protecting your privacy and personal information. Please see our Privacy Policy for further details about our practices relating to the collection, use, disclosure and storage of your personal information.

17. General

17.1. We reserve the right to make changes to these Terms without notice to you. Any amendments to these Terms will have immediate effect from the time that they are published on the Site.

17.2. Although we do our best to provide the most up-to-date information on the Site as this becomes available, we cannot warrant the accuracy or completeness of the information provided.

17.3. Any provision of these Terms which is void or unenforceable may be severed from these Terms without affecting the enforceability of other provisions.

17.4. A failure or delay by us to exercise a power or right under these Terms does not operate as a waiver of that power or right, and the exercise of a power or right by us does not preclude our future ability to exercise that or any other power or right.

17.5. These Terms are governed by, and must be construed according to, the laws of Victoria, Australia and the parties submit to the exclusive jurisdiction of the courts exercising jurisdiction there.