

Terms and Conditions

1. Terms

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://tapt.io/> and <https://taptbyhatch.com/> ("**Sites**"), your purchase of our Products and the provision of our Services. For the purposes of these Terms "**you**" includes you in your personal capacity as the user of the Sites and Products, and, where you are an organisation or corporation that purchases our Products and/or Services, that organisation or corporation.

- 1.1. By browsing or using the Sites, 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 Sites 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 Sites, Services and Products.
- 1.2. We reserve all rights to alter these Terms at our discretion. Each time you use the Sites, it is your responsibility to ensure that you are aware of our current Terms. Your continued use of the Sites following the publication of changes to these Terms is taken to be your acceptance of those changes. These Terms, as amended by us from time to time, continue to apply for as long as you use the Sites, Products and Services or until terminated in accordance with these Terms.

2. Interpretation

- 2.1. In these Terms:

"**Account**" means an account automatically or manually created, upon, prior or post purchase of our Products;

"**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;

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

“Intellectual Property Rights” 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 Sites, or otherwise displayed, uploaded or published on, or via, the Sites;

“NFC Technology” means the Near Frequency Communication which is the technology imbedded in our Products and used to transmit information stored to smart phones;

“Opt-in Subscription” means an active subscription in respect of which you pay the Subscription Fee for the Tapt Premium on the basis of a Subscription Cycle, or as otherwise agreed between us time to time;

“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 1988* (Cth) and includes any personal information that you upload to your Tapt Card(s) or our Products;

“Privacy Policy” means our privacy policy available at [here](#);

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

“Profile” means the online profile created by you whereby your personal information, cover images, social profile information and other files and quick links can be uploaded and accessed;

“Profile Holder” means each person in your organisation to whom a Tapt Card and/or has a digital profile using our Services, where that has occurred at your or your organisation’s request. Where you have such profile and/or Tapt Card, it includes you;

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

“QR Technology” means quick response code technology;

“Services” means the services listed or advertised on the Sites for sale or otherwise and for the avoidance of doubt only Tapt Premium attract the Subscription Fee;



“**Sites**” means <https://tapt.io/> and <https://taptbyhatch.com/>;

“**Subscription Cycle**” means each billing cycle which (depending on the option agreed between us) is one (1) month or 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 Sites, charged to Customers every Subscription Cycle for the Tapt Premium;

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

“**Tapt Premium**” means the extra services listed on our Sites from time to time, including but not limited to, profile grouping, integrations and enhanced analytics;and

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

- 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. Sites, Tapt Card and Profile Use

- 3.1. You may not use and must procure that each Profile Holder does not use the Sites and Products other than for their intended purpose. You warrant and represent that your and their access to, or use of, the Sites and Products is not unlawful or prohibited by any laws which apply to you or your Profile Holders. You understand and agree that any suspected fraudulent, abusive, or illegal activity may be referred to appropriate law enforcement authorities. You agree and acknowledge that a Tapt Card and Profile can be used to acquire Personal Information of persons with whom Profile Holders interact and you accept all responsibility and liability for any access, collection and use of such information.
- 3.2. You agree that you will not engage in and will procure that each Profile Holder does not engage in any activity that interferes with or disrupts the Sites, or the servers and networks that host the Sites. You agree not to and will procure that each Profile Holder does not circumvent, disable or otherwise interfere with security-related features of the Sites or attempt to do so or otherwise interfere with, or restrict, any person or visitor from accessing or using the Sites.
- 3.3. You agree that you must not and must procure that your Profile Holders do not do anything that amounts to:

- (a) Compromising the integrity of our systems. This could include probing, scanning, or testing the vulnerability of any system or network that hosts our services;
 - (b) Tampering with, reverse-engineering, or hacking our Sites, circumventing any security or authentication measures, or attempting to gain unauthorised access to the Sites, related systems, networks, or data;
 - (c) Modifying, disabling, or compromising the integrity or performance of the Sites or related systems, network or data;
 - (d) Deciphering any transmissions to or from the servers running the Sites;
 - (e) Overwhelming or attempting to overwhelm our infrastructure by imposing an unreasonably large load on our systems that consume extraordinary resources (CPUs, memory, disk space, bandwidth, etc.), such as:
 - i. Using “robots,” “spiders,” “offline readers,” or other automated systems to send more request messages to our servers than a human could reasonably send in the same period of time by using a normal browser;
 - ii. Going far beyond the use parameters for any given service as described in its corresponding documentation; and
 - iii. Consuming an unreasonable amount of storage for music, videos, and other files in a way unrelated to the purposes for which the Site were designed.
- 3.4. You agree that you must not and must procure that your Profile Holders do not do anything that amounts to:
- (a) Misrepresenting yourself/ themselves, or disguising the origin of any content (including by “spoofing”, “phishing”, manipulating headers or other identifiers, impersonating anyone else, or falsely implying any sponsorship or association with us or any third party);
 - (b) Using the Sites or our services to violate the privacy of others, including publishing or posting other people’s personal and confidential information without their express permission, or collecting or gathering other people’s personal information (including account names or information) from our services;
 - (c) Using the Sites or our services to stalk, harass, or post direct, specific threats of violence against others;
 - (d) Using the Sites or our services for any illegal purpose, or in violation of any laws (including without limitation data, privacy, and export control laws);

- (e) Accessing or searching any part of the Sites by any means other than our publicly supported interfaces (for example, “scraping”);
 - (f) Using the Sites or our services for the purpose of providing alerts on disaster scenarios or any other situations directly related to health or safety, including but not limited to acts of terrorism, natural disasters, or emergency response;
 - (g) Using the Sites or our services to generate or send unsolicited communications, advertising, chain letters, or spam;
 - (h) Disparaging us or our partners, vendors, or affiliates;
 - (i) Promoting or advertising products or services other than your own without appropriate authorisation;
 - (j) Posting, uploading, sharing, submitting, or otherwise providing content that:
 - i. infringes our or a third party’s Intellectual Property Rights or any other intellectual property right or proprietary or contractual right;
 - ii. you do not have the right to submit;
 - iii. is deceptive, fraudulent, illegal, obscene, defamatory, threatening, harmful to minors, pornographic (including child pornography), indecent, harassing, hateful;
 - iv. encourages illegal or tortious conduct;
 - v. attacks others based on their race, ethnicity, national origin, religion, sex, gender, sexual orientation, disability, or medical condition;
 - vi. contains viruses, bots, worms, scripting exploits, or other similar materials;
or
 - vii. is intended to be inflammatory.
- 3.5. We may, in our absolute discretion, terminate your Account, disable your Account or restrict your access to the Sites (temporarily or permanently) where you have breached our Agreement, or may do so in respect of particular Profile Holders. Under these circumstances, you or the Profile Holders in question may be prevented from accessing all or parts of the Sites, 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.
- 3.6. We may impose limits or restrictions on the use you and your Profile Holders may make of the Sites. Further, we may, for any reason, at any time and without notice to you, withdraw the Sites, or change or remove Sites functionality.

- 3.7. The Sites may contain links to third party sites. Any links to such sites provided on our Sites is 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 Sites. 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. Unless otherwise expressly stipulated in these Terms, you must not and must procure that your Profile Holders do not copy, adapt, distribute, display, reproduce or transmit any content displayed or published on the Sites.
- 3.9. You must take your own precautions to ensure that the telecommunications equipment and computer systems used by you to access and use the Sites 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 Sites.
- 3.10. Where required, we will provide you with ongoing customer support if you submit your enquiries to support@tapt.io. We will endeavour to respond to any customer support requests within ten (10) business days.
- 3.11. Although we endeavour to provide accurate and complete information on the Products listed or advertised on the Sites, 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 Sites at any time without notice to you.

4. Orders

- 4.1. Orders can be placed by completing the Order form on the Sites and clicking the "confirm" button. We do not guarantee the availability of any Products or Services displayed or ordered on, or via, the Sites.
- 4.2. An Order is not accepted and legally binding on us until we confirm by email that:
 - (a) payment has been received for the Order;
 - (b) the Products and/or Services are available; and
 - (c) the Order has been processed.

- 4.3. Each Order (once confirmed by us in writing) represents a separate agreement between the parties (and each separate Order placed by you on, or via, the Sites will be subject to this Agreement).
- 4.4. We reserve the right, at our absolute discretion, to:
 - (a) refuse to sell or to cancel Orders from Customers that request commercial quantities of Products or Services; or
 - (b) cancel your Order at any time prior to dispatch of the Products, or the provision of the Services, to you.
- 4.5. 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.
- 4.6. 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 through no fault of our own.
- 4.7. It is your responsibility to ensure that the correct contact details are provided and that the nominated email address is regularly checked for correspondence.

5. Your Account and Profile Information

- 5.1. For each Profile Holder, you must complete or procure the completion of their Profile with such profile information as necessary to be printed on the corresponding Tapt Card ("**Profile Information**") before we can begin the fulfilment process in respect of your Tapt Cards. We take no responsibility for any delay caused by you or any person in your organisation in uploading the Profile Information.
- 5.2. Once the Profile Information and any other information necessary or relevant to the design of Tapt Cards has been submitted to us for printing we will send up to three emails seeking your confirmation of Profile Information and design of card for printing prior to proceeding. If we do not receive any instructions changing such information after the third email we are entitled to assume that the information and design does not require correction and will proceed. Up to three design edits are included in the initial fee. Additional edits may incur additional fees. Once a design and Profile Information is submitted, we cannot issue any refund in the event that there are errors or misspellings due to you having failed to notify us of these earlier.
- 5.3. 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 printing process, unless as otherwise outlined in clause 8.

- 5.4. For the most effective use of our Products, you must and must procure that your Profile Holders always keep account details current through your Account dashboard. You agree that you have sole responsibility for any activity (including by any Profile Holder) that occurs on or using your Account or any account pertaining to your Profile Holders,. You agree to notify us immediately if you become aware of any security breach or any unauthorised use of your (or any Profile Holder's) Password or Account.
- 5.5. Except as set out herein, we take no responsibility for Profile Information that contains incorrect information, errors or misspelling made by you/ your Profile Holders.

6. Charges and payments

- 6.1. You can pay for your Order using any of the methods specified on the Sites. A surcharge may apply to payments made by credit card depending on the credit card used.
- 6.2. All prices for our Products listed on the Sites are in Australian Dollars and (to the extent relevant) inclusive of goods and services tax ("GST") unless otherwise specified. Prices are subject to change without notice.
- 6.3. Any discounts from our standard advertised pricing are given at our sole discretion on terms and conditions notified at the time of the relevant discount. If a discount code is entered at the checkout, it has the effect of applying a discount only in relation to the sale price of the Products. Any associated Delivery Cost will be unaffected by the discount code and payable at the ordinary rate.
- 6.4. 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.
- 6.5. Payment processing services for the Products and Services are provided by Shopify or Chargebee.
 - (a) 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.
 - (b) By using Chargebee to process payments, you agree to be bound by the [Chargebee Terms of Service](#), which may be modified by Chargebee Inc. from time to time
- 6.6. 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 Sites.

- 6.7. To the maximum extent permitted by law, we reserve the right to refuse a sale to any Customer.

7. Subscription Fee

- 7.1. We also offer via our Sites the Tapt Premium as advertised from time to time which may be opted-in by you. In consideration for the provision of our Tapt Premium, you agree to pay us the Subscription Fee.
- 7.2. Your Subscription starts on the date you opt-in to the Tapt Premium on the Sites. Your first Subscription Fee will be billed immediately when you provide your payment information on our Sites.
- 7.3. Payment of the Subscription Fees will be debited from your nominated payment method on the basis of your Subscription Cycle. You may edit your payment method details through your Account.
- 7.4. If transfer of the Subscription Fee is unsuccessful due to card 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.
- 7.5. By opting into the Tapt Premium and providing your payment details, you authorise us to charge you the Subscription Fee at the current rate as advertised on the Sites.
- 7.6. Your Subscription automatically renews each Subscription Cycle for equivalent periods to the duration of the previous Subscription Cycle and we will automatically bill the Subscription Fee via Stripe or Chargebee, unless your Subscription is cancelled or terminated.
- 7.7. 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 Sites, 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.

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

7.9. 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 within 30 days from your notice of termination.

8. Refunds

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. To the maximum extent permitted by law, where the benefit of any such condition, warranty or other obligation is conferred upon you pursuant to any of the Acts, our sole liability for breach of any such condition, warranty or other obligation is limited to supplying the Products or Services again or payment of the cost of having the Products or Services supplied again.

8.3. 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 request 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.

8.4. 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 Sites where:

- (a) we have begun printing 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.

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

8.6. 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@tapt.io 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.

- 8.7. 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.
- 8.8. 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. Delivery and Ownership of Products

- 9.1. You agree to pay any Delivery Costs as they are calculated and listed in the Order confirmation at the time of purchase. 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.
- 9.2. 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.
- 9.3. In accordance with Australian export regulations, we are required to declare the exact value of all items and identify the Order as dutiable "merchandise". We are also prohibited by law from identifying an Order as a "gift" for export purposes, even if you have placed the Order with the intention of delivery to a gift recipient.
- 9.4. 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.
- 9.5. Where you or any person on your behalf has provided an incorrect or incomplete delivery address for your Order and your Order is returned to us, we may redeliver the Order at your request and charge a redelivery fee for each subsequent delivery attempt.
- 9.6. You acknowledge and agree that it is your responsibility to ensure you and any person on your behalf 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.

- 9.7. 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 you on your (or someone authorised on your behalf) signing for delivery of the Tapt Card(s) or other Products. Where you give 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.
- 9.8. 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 your 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 you 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. You are also responsible for paying any duty or similar tax that may apply to your purchase or importation.

10. Legal Capacity

- 10.1. You must be and must procure that all Profile Holders are eighteen (18) years of age or over to register for an Account or to Order or receive the Tapt Card(s) or other Products or Services on, or via, the Sites. If you are under the age of 18 years (“**Minor**”), you must immediately cease accessing and using the Sites unless you have permission from a parent or guardian to create an Account in accordance with clause 10.3 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 Sites.
- 10.2. Any Order and/or purchase made by you or any Profile Holder using this Sites and your continued use of the Sites is an acknowledgement by you that:
- (a) You/ they 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.
- 10.3. 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 Sites;
 - (b) assume all risks associated with use of the Sites as outlined in these Terms;

- (c) ensure that all content and information that the Minor may encounter on the Sites is suitable and appropriate for the Minor;
- (d) assume all liabilities resulting from the Minor's use of our Sites 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.

10.4. We may, at any time, request written confirmation from a parent or guardian that you have permission to access and use this Sites.

10.5. 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.

11. Intellectual Property Rights

11.1. Except in respect of your Personal Information or Profile Information uploaded to each Tapt Card(s), you acknowledge that we or our licensors are the owners of all Intellectual Property Rights in the Sites and in all material published on the Sites, and we retain all rights, title and interest in the Sites and Material (including Intellectual Property Rights contained therein) irrespective of any licence we may grant to you to access, and use, the Sites.

11.2. Except in respect of your Personal Information, by uploading, posting, transmitting or otherwise making available any content or material via the Sites ("**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;
- (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 Sites; and
- (c) agree that we may use examples of your Tapt Card designs (as long as they do not disclose Personal Information) for our promotional and marketing purposes including, without limitation, at our Sites and on social media.

11.3. You must not in any form or by any means reproduce, modify, distribute, store, transmit, publish, use or display the Material on another Sites or create derivative

works from any part of the Sites or the Material or commercialise any information obtained from any part of the Sites or Material without our prior written consent.

- 11.4. We reserve the right to terminate any licence granted to you under these Terms and/or remove any of Your Content from the Sites, at any time, for any reason and without notice to you.
- 11.5. You agree that you will not modify or copy the layout or appearance of the Sites nor any computer software or code contained in the Sites, and that you will not decompile, disassemble, reverse engineer or otherwise attempt to discover, interfere with or access any source code related to the Sites.

12. Indemnity

- 12.1. 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 Sites, any breach by you of these Terms or your or anyone else’s use of the Tapt Card(s), Products or Services, unless and to the extent that the loss or damage could have been mitigated by us.

13. Liability

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

- (a) All 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 Sites, or any Products or Services ordered on or purchased via the Sites and these Terms.

- 13.2. Without limiting the generality of the foregoing, you agree that (unless otherwise required by law) in no event shall our maximum aggregate liability exceed one (1) Subscription Cycle’s worth of Subscription Fees or the cost of the Products supplied to you. 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.

- 13.3. 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 may be subject to correction (with prospective effect) without any liability on our part.
- 13.4. 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.
- 13.5. This clause 13 survives termination or expiry of these Terms.

14. Privacy

- 14.1. 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.

15. Modern Slavery

- 15.1. For the purposes of this clause “**Modern Slavery**” has the same meaning as it has in the *Modern Slavery Act 2018* (Cth) and “**the Act**” refers to that legislation.
- 15.2. We will take reasonable steps to identify, assess and address risks of Modern Slavery practices in the operations and supply chains used in the provisions of the Products and/or Services and otherwise comply with any obligations that we may have under the Act.

16. General

- 16.1. 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 Sites.
- 16.2. Although we do our best to provide the most up-to-date information on the Sites as this becomes available, we cannot warrant the accuracy or completeness of the information provided.
- 16.3. Any provision of these Terms which is void or unenforceable may be severed from these Terms without affecting the enforceability of other provisions.
- 16.4. 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.



16.5. 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.