

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 these 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 1.1;

“**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;

“**Further Term**” means half of the originally agreed Platform Utilisation Period, being six (6) months;

“**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;

“**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;

“**Profile Information**” means the information required to be printed on the corresponding Tapt Card and any files or links uploaded to a Profile which would ordinarily be considered as being protected by your Intellectual Property Rights.

“**Platform**” means access to the dashboard functionality associated with your account.

“**Platform Utilisation Fee**” has the meaning in clause 7.1.

“**Platform Utilisation Period**” means an annual period (12 months) from when you agree to Purchase the Services and the Platform Utilisation Period End Date.

“**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 a 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 includes our ongoing services provided during any Platform Utilisation Period;

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

“**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; 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 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 or any of your Profile Holders must not copy, adapt, distribute, display, reproduce or transmit any content displayed or published on the Sites. For the avoidance of doubt, this does not include information relating to Profile Holders.

- 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 via 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 their 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 (3) 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. Order 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 and are subject to fees and jurisdictionally applicable taxes unless otherwise specified. Prices are subject to change without notice however we will always to endeavour to provide at least 30 days' notice on our Sites before price changes come into effect.
- 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, or Platform Utilisation Fee, 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, specifically:
 - (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 the provision of our Services 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. Multi Card Platform Utilisation Periods and Fees

7.1. In addition to the terms set out in Clause 6, where you have four (4) or more Tapt Cards registered to your Account, **we will charge you an annual 12-month fee for access and use of the Services and Platform during the Platform Utilisation Period (Platform Utilisation Fee).**

7.2. The Platform Utilisation Fee will be structured into tiers based on the number of cards associated with your account. Information relating to pricing for our Platform Utilisation Fees are listed on the Sites or will otherwise be communicated to you by us in writing.

7.3. Our Platform Utilisation Fees are subject to jurisdictionally applicable taxes unless otherwise specified. While our prices are subject to change without notice, we will always endeavour to provide at least 30 days' notice on our Sites or to you in writing before any price changes come into effect.

7.4. In the event that you increase the number cards associated with your Account during any Platform Utilisation Period, you will be required to pay the difference, on a pro rata basis, between your original tier and any new tier attached to the number of cards.

7.5. The Platform Utilisation Fee will automatically renew for each successful 12-month period, and will be charged to your credit card immediately prior to the commencement of your next Platform Utilisation Period, **unless our Services are terminated by you in accordance with Clause 16.** For the avoidance of doubt, your credit card will continue to be charged at the end of each Platform Utilisation Period for a successive one-year period.

7.6. Where you are paying us via invoice, we will send you an invoice via email within a reasonable time prior to the commencement of your next Platform Utilisation Period, **unless our Services are terminated by you in accordance with Clause 16.** Our invoices are due and payable within 14 days.

7.7. To ensure you are aware of the upcoming payment obligations of your Platform Utilisation Fee, prior to the end of each Platform Utilisation Period, we will send **you one (1) reminder email** at 30 days before the automatic renewal takes place and your credit card is charged, or your invoice is due.

7.8. If you wish to terminate the Services and prevent automatic renewal for a successive period, you must terminate your use of the Services at least ten (10) days before the end of your current Platform Utilisation Period. Failure to do so will result in the automatic renewal of the Services for another one-year period and you will be liable for payment.

7.9. In the event that you fail to pay the Platform Utilisation Fee, your card(s) will remain operational for their intended use of the Products and Services. However, your access to the Platform will not be available until you make full payment.

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 Platform or Products or Services or payment of the cost of having the Platform or Products or Services supplied again.
- 8.3. We may (in our absolute discretion) elect to refund the Platform Utilisation Fee paid by you in the following circumstances:
 - (a) if you are cancelling the Services and request a refund within 24 hours of making the payment of the Platform Utilisation Fee; or
 - (b) if your ability to use the Services is cancelled prior to the end of a Platform Utilisation Period 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 however we will always to endeavour to provide at least 30 days' notice on our Sites before price changes come into effect 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) ensure payment of any fees or charges owing, including any Platform Utilisation Fee;

- (b) exercise supervision over the Minor's use of the Sites;
- (c) assume all risks associated with use of the Sites as outlined in these Terms;
- (d) ensure that all content and information that the Minor may encounter on the Sites is suitable and appropriate for the Minor;
- (e) assume all liabilities resulting from the Minor's use of our Sites and their Account;
- (f) ensure the accuracy and truthfulness of all information submitted by the Minor;
- (g) 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 and Profile 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) Platform Utilisation Fee or the cost of the Platform or Products or Services 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. Termination

- 16.1. Tapt reserves the right to terminate our Services to you at any time without cause upon 30 days' prior written notice.
- 16.2. You may terminate the use of Services at any time by providing written notice to Tapt at least ten (10) days before the desired termination date.
- 16.3. Tapt reserves the right to suspend or terminate access to the Platform, Product and Services immediately and without prior notice in the event of unauthorised or illegal use, violation of intellectual property rights, or any other activity that Tapt deems harmful or disruptive to its operations or reputation.
- 16.4. Upon termination of the Services, you shall remain liable for any outstanding fees or charges incurred prior to the effective date of termination, including any Platform Utilisation Fees.
- 16.5. Termination of the services shall not relieve either party of any obligations or liabilities accrued prior to the effective date of termination, including but not limited to confidentiality obligations, indemnification, and payment of outstanding fees.
- 16.6. Tapt reserves the right to retain or delete any data or content provided by you within 14 days following the termination of the services, in accordance with its data retention policies and applicable laws and regulations.

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 Sites.
- 17.2. 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.
- 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.