

Clipp

User Agreement – Terms and Conditions

1 Background

- 1.1 The Clipp mobile application (the **App**) and Clipp website <http://clipp.co> (**Website**) (together referred to as, **Clipp**) are owned and operated by Clipp Pty Ltd ACN 162 347 515 and its related bodies corporate (**Clipp Pty Ltd**).
- 1.2 These terms and conditions represent the agreement between Clipp Pty Ltd and any person who accesses or uses Clipp (referred to in this User Agreement as **You** or **Your**) (**User Agreement**). All of the terms and conditions set out in this User Agreement shall equally and fully apply to use of the App and the Website as the context requires and shall govern the basis upon which Clipp Pty Ltd makes the Website and App available for Your use. Some of the Clipp features available to You on the App may not be available on the Website but may become available as the Website is updated from time to time.
- 1.3 By clicking the 'Accept' button, or by accessing and/or using Clipp (whichever occurs first), You agree to be bound by this User Agreement and the Clipp Pty Ltd Privacy Policy.
- 1.4 Clipp Pty Ltd may amend or modify Clipp (including changing, deleting, discontinuing or imposing conditions on any of its functionality or features), this User Agreement or any Clipp Pty Ltd policy from time to time. You should regularly review these terms and conditions. You will be able to discontinue and/or refrain from use of Clipp following such amendment or modification, if You choose to do so. If You don't choose to do so and continue to use Clipp, the amendments or modifications will apply to You.

2 License to use Clipp

- 2.1 Subject to this User Agreement, Clipp Pty Ltd grants to You a non-transferable, non-exclusive, royalty-free, worldwide license to download, install and use one copy of the App, in executable object code format only, solely on Your handheld mobile device and solely for Your personal and non-commercial use of the App. Clipp Pty Ltd also grants to You a non-transferable, non-exclusive, royalty-free, worldwide license to use the Website solely for personal and non-commercial use. See clause 3 and this User Agreement generally in relation to the restrictions on Your use of Clipp.

3 Registration

- 3.1 In order to use the services provided by Clipp (except for using Clipp to make bookings via Dimmi), You must register to use Clipp and provide certain information (**Customer Information**) to Clipp Pty Ltd or its third party contractors via Clipp or a nominated website to enable Clipp Pty Ltd to provide You with the Clipp functionality (**Clipp Account**). You can only register for a Clipp Account via the App.
- 3.2 By registering and providing the Customer Information, You warrant that:
 - (a) You are at least 18 years of age;
 - (b) You are eligible to register and use Clipp and have the right, power and ability to enter into and perform under this User Agreement;
 - (c) You will be solely responsible for the activity that occurs on Your Clipp Account;

- (d) You either:
 - (i) are the authorised account holder of any valid credit card or debit card (**Payment Card**) registered under Your User Account, or have the express permission of the authorised account holder. Clipp may conduct a \$1 preauthorisation to check the validity of the credit card, it will be voided once the credit card has been validated; or
 - (ii) hold a valid PayPal account registered under Your User Account, or have the express permission of the holder of that PayPal account;
 - (e) You are the person responsible for the mobile device registered to Your User Account or have the express permission of the mobile device owner;
 - (f) You understand that it is Your responsibility to ensure that Your mobile device is compatible to use Clipp and that the mobile phone is correctly configured;
 - (g) the Customer Information that You provide to Clipp Pty Ltd is Customer Information which You are lawfully entitled to provide and is not false, misleading, fraudulent or defamatory and does not infringe the intellectual property rights or other rights of any third party;
 - (h) You will only provide current, accurate and up-to-date Customer Information and will continually update all Customer Information as required (including proof of identity which we may reasonably request);
 - (i) You will keep Your registration username and password secure;
 - (j) You will not impersonate any other person or use another person's registration details nor use another user's Clipp Account without their permission;
 - (k) You will not harass or interfere with another user's use and enjoyment of Clipp;
 - (l) You will not use Clipp, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the operation of Clipp (including the transmission of viruses, worms or any software intended to damage or alter computer systems or data);
 - (m) You will not attempt to gain authorised access to Clipp, or other networks or systems connected to or used together with Clipp; and
 - (n) Your use of Clipp will be in compliance with this User Agreement.
- 3.3 Clipp Pty Ltd is not responsible for any activity (including purchases made through Clipp) that may occur as a result of the disclosure by You of Your registration details and/or password to third parties, or through unauthorised access to or use of Your personal information.
- 3.4 You are solely responsible for all activity that occurs via Your registration details and/or the use of Clipp on Your mobile device or computer.
- 3.5 You grant us permission to use Your Customer Information to provide You Clipp, related services and for related purposes. You acknowledge that in order for Clipp Pty Ltd to provide the services of Clipp and related services, Clipp Pty Ltd may share Your Customer Information with other parties.

- 3.6 To use Clipp, You must have a clear and concise Profile Picture that accurately depicts who You are. If You do not have a clear photo of who You are, Clipp may prevent You from paying with Clipp.

4 Compatible mobile devices and third party carriers

- 4.1 Clipp enables You to make payments on compatible mobile and computer devices (each a **Device**). Devices modified contrary to the manufacturer's software or hardware guidelines, including but not limited to those with disabled hardware or software controls (sometimes referred to as "jail broken") are not compatible devices.
- 4.2 You acknowledge that the use of a modified Device to use Clipp is expressly prohibited, constitutes a violation of this User Agreement, and is grounds for termination of Your Clipp Account.
- 4.3 Clipp Pty Ltd does not warrant that Clipp will be compatible with Your Device or third party carrier.
- 4.4 It is Your responsibility to ensure that You download the correct application for Your Device.
- 4.5 Your use of Clipp may be subject to the terms of Your agreements with Your Device manufacturer and Your carrier. It is Your responsibility to comply with such agreements.

5 Products

- 5.1 By using Clipp You may be able to purchase goods or services (**Products**). These Products are advertised, promoted, offered, sold and/or supplied by third parties (**Vendors**).
- 5.2 Clipp Pty Ltd is not the supplier of any Products that You may view or purchase through Clipp. Clipp is designed to facilitate Your transaction with the relevant Vendor(s).
- 5.3 Representations about Products are based on information and material provided to Clipp by the relevant Vendor. You acknowledge that Clipp Pty Ltd takes no responsibility whatsoever nor makes any representations, either express or implied, as to quality, accuracy, reliability or credibility of information or material supplied or made available by third parties or Vendors on Clipp. For the avoidance of doubt any images contained in Clipp are for illustration purposes only and may not reflect the actual Products offered by a Vendor.
- 5.4 The Vendor(s) is entirely responsible for all Products made available and or purchased through Clipp. You should refer to any applicable terms and conditions provided by the Vendors in connection with the Products. All disputes relating to the quality of Products must be directed to the Vendor.
- 5.5 Any dispute between You and the Vendor (for example in relation to the Product quality or customer service) must be resolved by You and the Vendor. Clipp is under no obligation to resolve or assist You in resolving a dispute with a Vendor.

6 Purchases

- 6.1 Promotions, advertisements, descriptions or other information provided in relation to Products via Clipp (**Product Representations**) do not constitute an offer to sell You the Products or guarantee the availability of Products. The Product Representations are made available so that You can submit a request for a Product(s) via Clipp (**Order**).

- 6.2 When You make a purchase (**Purchase**), the applicable Vendor may confirm via Clipp:
- (a) the details of the Purchase, including item name and value;
 - (b) the final price for the Purchase (including any relevant surcharges);
 - (c) any terms and conditions applicable to the Purchase; and
 - (d) any other information relevant to the Purchase.
- 6.3 When You open a tab at a Vendor location (**Tab**), You will be required to authorise Clipp to acquire a pre-authorisation from Your chosen Payment Card. You acknowledge that this pre-authorisation will be closed when the Purchase amount is settled and that the pre-authorisation can take up to 10 working days to be released from Your nominated Payment Card.
- 6.4 Payment for a Purchase will be processed after You close Your Tab or pay the Purchase amount.
- 6.5 You will be emailed a tax invoice for Your purchase.

7 Price and payment

- 7.1 All prices for Products are shown in Australian dollars, inclusive of GST where applicable, and are current at the time of display, in accordance with the information provided to Clipp Pty Ltd by the relevant Vendor.
- 7.2 Payment for Products must be made by Payment Method. You will be asked to nominate a Payment Method on registration with Clipp or when You make Your first Purchase. Payment Method registration and payments are processed on Clipp Pty Ltd's behalf by the third party payment provider identified at the time You register Your payment details via Clipp (**Payment Provider**). Your Payment Method details are sent to the Payment Provider in a secure and encrypted format and will not be viewed, collected or stored by Clipp Pty Ltd or any other party other than the Payment Provider. You should review the Payment Provider's terms of service and privacy policy on registration.
- 7.3 Clipp Pty Ltd is not responsible for any errors made by the Payment Provider.
- 7.4 Clipp works with any Australian-issued and most non-Australian-issued credit cards and debit cards with a Visa, MasterCard or American Express logo.
- 7.5 You acknowledge that Your Payment Card provider may charge additional fees in accordance with Your arrangements with that card provider. Clipp Pty Ltd is not responsible for any such fees or charges.
- 7.6 It is Your responsibility to ensure that all items on Your Tab are correct and that You pay the correct amount to each Vendor at the time of payment. If You believe an item has been added incorrectly to Your Tab, You must raise this with the Vendor before the Tab is closed. Once the Tab has been closed and payment made, Clipp Pty Ltd will not be responsible and will have no involvement in any disputes regarding any incorrect final Purchase amount accepted by the Vendor or made by You.

8 Promotional Codes and Discount Promotions

- 8.1 From time to time via Clipp, You may be offered promotional codes which may be applied to Your Tab (**Promotional Codes**). Promotional Codes will be displayed via Clipp in order of expiration date. You may be eligible to redeem a Promotional Code

- on Your Tab if You have satisfied the relevant criteria. Only one Promotional Code can be used per Tab. You can elect to redeem the Promotional Code when You close Your Tab. If You choose not to redeem a Promotional Code, it will remain valid until the relevant expiry date.
- 8.2 Promotional Codes may be used in conjunction with other Clipp offers. However, Clipp reserves the right to exclude certain Clipp offers from being used in conjunction with Promotional Codes.
- 8.3 Any remaining balance on a redeemed Promotional Code will be forfeited after such Promotional Code is applied to a transaction. For example if You use a Promotional Code with a value of \$20 and Your Tab is only \$15, the remaining \$5 will be forfeited and cannot be used for other transactions.
- 8.4 From time to time via Clipp, a Vendor may offer discount promotion vouchers on the total value of Products that You purchase from the Vendor, which can be linked to a Tab opened at the Vendor's location via the 'Clipp Dash' or 'Last Minute' function (each a '**Discount Promotion**'). The Discount Promotion that is shown on Clipp may be less than the Discount Promotion agreed between Clipp Pty Ltd and the Vendor.
- 8.5 Discount Promotions are limited in number and may be limited to certain times specified in the promotion by the Vendor, and, may specify a minimum value of Products that You must purchase from the Vendor (**Minimum Purchase**) before You are eligible for the Discount Promotion to be applied to Your Tab. Please note that not all Discount Promotions are shown to all customers at all times and may vary customer to customer. Confirmation of the Discount Promotion will appear via Clipp once a Tab has been opened. If a Tab does not have confirmation, no discount will be applied.
- 8.6 If You choose to purchase a Discount Promotion and have satisfied the eligibility criteria for the Discount Promotion, You will have the option to either choose:
- (a) to redeem the Discount Promotion when You close Your Tab. Your Tab will then be reduced by the value of the Discount Promotion; or
 - (b) not to redeem the Discount Promotion and instead choose to credit Your Clipp cash wallet with the value that You would have saved had You chosen to redeem the Discount Promotion in which case, You must pay the Your Tab in full when You close Your Tab. The credit applied to Your Clipp Cash wallet can be used by You next time You visit a Clipp venue. Any credit applied to Your Clipp cash wallet is not redeemable for cash and will be forfeited two years after such credit has been applied to Your cash wallet or when You close Your Clipp account.
- 8.7 A Discount Promotion may be used in conjunction with any Promotional Code or any other Clipp offer.
- 8.8 Some venues may have a processing fee for using a payment source (**Processing Fee**) which is always listed prior to opening a Tab. If a venue has a Processing Fee, this amount will not count towards a Minimum Purchase for a Discount Promotion to be activated.
- 8.9 Discount Promotions will be applied on a 'first come first served' basis, and once the number of Discount Promotions on offer by a Vendor at a particular Vendor location have been claimed, no further Discount Promotion will be applied by Clipp to any Tab.
- 8.10 If You open a Tab at a Vendor location where the Vendor currently offers a Discount Promotion:

- (a) the highest percentage Discount Promotion then remaining which is offered by the Vendor at the time You open Your Tab, will be automatically applied to Your Tab, and You are not eligible to choose another Discount Promotion offered by that Vendor at that time; the Discount Promotion will be confirmed when You have opened Your Tab;
 - (b) that Discount Promotion will only apply to one (1) Tab, and will not be applied to any subsequent Tab that You open at that Vendor location;
 - (c) if, at any time after You open Your Tab, there is no purchase recorded to Your Tab through Clipp or You are not present in the venue for a period of up to 3 consecutive hours, Your Tab may automatically be closed and Clipp Pty Ltd is not responsible if the same Discount Promotion (or any other Discount Promotion) is not available after such closure of Your Tab;
 - (d) if a Vendor has specified a Minimum Purchase for a Discount Promotion, then Clipp will not facilitate the Discount Promotion when Your Tab is closed, unless You have made the Minimum Purchase; Tips for venue staff do not contribute towards the Minimum Purchase.
 - (e) You acknowledge that not all Vendors permit You to increase the limit on Your Tab after You have opened a Tab at the Vendor's location, and it is Your responsibility to ensure that Your Tab limit will permit You to make any applicable Minimum Purchase at the time You open Your Tab;
 - (f) You acknowledge that if You open Your Tab with PayPal, You will not be able to increase the limit on Your Tab after You have opened a Tab at the Vendor's location, and it is Your responsibility to ensure that Your Tab limit will permit You to make any applicable Minimum Purchase at the time You open Your Tab;
 - (g) if a Vendor's Discount Promotion specifies that it can only be redeemed during a certain period of time, then Clipp will not facilitate any such discount unless You have opened Your Tab during the time specified in the Discount Promotion;
 - (h) Clipp only facilitates a Discount Promotion on the amount of Your Tab where payment is facilitated via Clipp. If You choose to pay any part of Your Tab directly to the Vendor in a way which is not facilitated by Clipp, the Discount Promotion will only be applied to that part of Your Tab where payment is facilitated by Clipp and any amount that You pay directly to the Vendor by any other method will not be counted towards the Minimum Purchase; and
 - (i) if a Promotional Code is applied to Your Tab, the discount will only be applied to the Total of the Tab after the promotional value has been subtracted. If the Promotional Code takes Your Tab below the Minimum Purchase of the offer no discount will be applied eg 40% off when You spend \$50.
- 8.11 If You purchase, or seek to purchase, any liquor Product from a Vendor, and a Discount Promotion applies to that purchase, You acknowledge and agree:
- (a) Clipp Pty Ltd supports the responsible service and consumption of alcohol;
 - (b) the service, sale or supply of any liquor Product to You by the Vendor is subject to applicable laws and applicable standards and guidelines issued by regulatory authorities with relevant jurisdiction, including responsible service of alcohol and liquor harm minimisation; and

- (c) Clipp Pty Ltd is not responsible if the Vendor:
 - (i) refuses to serve, sell or supply any liquor Product to You, and as a result You are not eligible for a Discount Promotion to be facilitated by Clipp when Your Tab is closed;
 - (ii) at any time refuses You access to the Vendor's location or requires You to leave the Vendor's location, and as a result You are not eligible for a Discount Promotion to be facilitated by Clipp when Your Tab is closed; or
 - (iii) at any time varies, ceases to offer, or withdraws, a Discount Promotion, including after You have opened Your Tab.
- (d) Any dispute You have regarding a refund must be made by contacting Clipp within 28 days of payment.
- (e) With version 3.3.3 of the App and higher versions, You may share and split payments for Products via the App on the following terms and conditions:
 - (i) a Tab must be created in accordance with clause 6.3 and the person who first opens the Tab and is given an account number (**Payer**);
 - (ii) the Tab will then be broadcast to other persons with whom You choose to share the Tab (**Sharer**);
 - (iii) some venues include a credit card surcharge which is applicable to all payments via credit card at that venue, which might be applicable to both the Sharer and the Payer. In both cases, these charges will be highlighted prior to the payment; and
 - (iv) no Promotional Codes may be used as a form of split payment. Only Payment Cards and PayPal accounts may be used to contribute towards a split payment.
- (f) Some venues may require You to tell Your server that You will be paying with Clipp prior to ordering. If this is not done, the discount may not be applied.
- (g) Some venues may display a message once You open Your Clipp that states to the effect that "Last Minute Offers cannot be used in conjunction with any other venue discount or promotion" or similar. If You order any discounted/promotional items, the Last Minute offer may be removed completely.
- (h) With version 3.3.11 of the App and higher versions You may use the App to send to any other user of the App (**Friend**) a credit to be used on Your Friend's App for Your Friend to purchase Products (**Friend's Credit**) on the following terms and conditions:
 - (i) You can send a Friend's Credit by:
 - (A) nominating Your Friend's email address / mobile phone number; and
 - (B) selecting the amount that You wish to send to Your Friend on the App.

- (ii) once You have authorised the amount of the Friend's Credit:
 - (A) the credit transfer will be processed by Clipp Pty Ltd and cannot be reversed;
 - (B) Your Friend will receive an email from Clipp Pty Ltd advising the amount of the Friend's Credit, the App user who sent the credit and the expiry date of the Friend's Credit (**Activation Details**); and
- (iii) after Your Friend has received the Activation Details:
 - (A) Your Friend's Clipp Account will be increased by an amount equal to the Friend's Credit;
 - (B) Your Friend will be able to use the Friend's Credit for all Tabs opened following receipt of the Activation Details until expiry in accordance with clause 8.11(h)(iii)(C)3; and
 - (C) the Friend's Credit must be used within 12 months of the Activation Details. If the Friend's Credit is not used within this time period, it will expire automatically without notice to You;
- (iv) if Your Friend's Clipp Account has on it Promotional Codes at the time that the Friend's Credit is applied, the Promotional Codes or Friend's Credits will be applied in accordance with clause 8.1;
- (v) Promotional Codes may not be transferred by You as Friend's Credits. Only Payment Cards and PayPal accounts may be used to contribute towards a Friend's Credit.

9 Bookings with Dimmi via Clipp

- 9.1 Clipp offers You the ability to make a reservation at a restaurant online via the Dimmi platform at participating Clipp venues. You can make bookings via the App or the Website.
- 9.2 Dimmi provides users with the ability to make reservations at participating restaurants by directly synchronising with the respective restaurant's reservation system (**Dimmi Service**). Money spent at a venue booked via Dimmi is separate to money spent on Your Tab. You cannot pay Your restaurant bill via Clipp. You must pay the restaurant for Your meal after You have dined in the restaurant.
- 9.3 When using Clipp, select the venue You wish to make a reservation and click the 'Make a Booking' button. You may also make a reservation via Dimmi at the time of opening a Tab by also clicking the 'Make a Booking' button.
- 9.4 Please note that You do not need to be registered with Clipp to make a booking via Dimmi. If You are not registered with Clipp however, You will be prompted to fill in Your personal information including Your name, telephone number and email address as part of the Dimmi booking process. You must ensure that all the information that You provide during this process is true and accurate. Any personal information supplied by You to Dimmi will be used by Dimmi in accordance with the Dimmi terms and conditions and, where applicable, the terms of the Dimmi Privacy Policy.
- 9.5 Once a booking has been confirmed, You will receive an immediate email and booking confirmation number to confirm the booking. Please ensure to use this number in all communications with Clipp Pty Ltd, Dimmi or the restaurant. You will also receive a

reminder e-mail 24 hours before Your booking. You must present either of these emails to the restaurant host at the time of arrival, otherwise You may be identified as a no-show and subsequently banned from using the Dimmi service again.

- 9.6 By using Dimmi, You agree to receive confirmation communications through Dimmi related to the booking.
- 9.7 To make changes to the date, time or number of diners, please contact the restaurant directly at-least two hours in advance of the scheduled meal period and quote the booking confirmation number. Changes will be subject to the restaurants availability.
- 9.8 If You wish to cancel Your reservation please contact the restaurant directly at-least 24 hours in advance of the scheduled meal period. For group bookings of six or more, please ensure to provide at-least 48 hours notice of any planned cancellations. The restaurant's contact details can be found in Your confirmation e-mail.
- 9.9 The restaurant and Dimmi reserve the right to cancel Your booking directly within 24 hours of the booking being made.
- 9.10 Failure to attend the restaurant at the reserved time without prior notification to the restaurant will result in You being identified as a "no-show." Dimmi may choose to restrict, suspend or terminate Your access to Dimmi Services if You are identified as being a "no-show". Clipp is not responsible in the event Your access to Dimmi Services is restricted, suspended or terminated.
- 9.11 Please arrive at least 10 minutes in advance of the scheduled reservation time. The restaurant reserves the right to cancel Your booking and allocate Your table to other guests if You have not arrived within 15 minutes of the scheduled seating time (ie.15 minutes late). Clipp is not responsible in the event Your table is allocated to other guests if You have not arrived within 15 minutes of Your booking.
- 9.12 The restaurant reserves the right to require You to vacate Your table after a fair period of time. This is determined at the restaurant's discretion.
- 9.13 A restaurant may, in its absolute discretion, apply conditions or restrictions to the use of or participation in its restaurant, website or products and services. Any such conditions are to be read in addition to the Dimmi terms and conditions and this User Agreement. You are encouraged to contact the restaurant(s) prior to making Your booking to ensure You understand and accept any applicable conditions or requirements, including but not limited to special requests or requirements or available facilities.
- 9.14 You will receive emails or other communications related to the fulfilment of Your booking and Dimmi may use Your personal information for that purpose. You consent to receive such emails and other communications from Dimmi and to Dimmi using Your personal information for such purposes.
- 9.15 Clipp Pty Ltd and Dimmi shall not be liable for damages of any kind arising from the use of Dimmi's services, including, but not limited to loss, claim, damage, or any special, exemplary punitive, incidental or consequential damages of any kind whether based in contract, tort or otherwise. Clipp Pty Ltd and Dimmi are not an agents of nor is connected with any affiliated restaurant in which a user has made a reservation. To the maximum extent allowed by applicable law Clipp Pty Ltd and Dimmi exclude all liability and responsibility arising from any reliance placed on any content available from the Dimmi Service. You bear the entire risk of the completeness, accuracy or usefulness of any content accessed on the Dimmi Service.

- 9.16 The real-time booking service for restaurants is operated by Dimmi Pty Ltd of Level 5, 217-219 Cleveland Street, Redfern, 2016. These booking terms and conditions govern Your use of the Dimmi Service, which is provided to You by Dimmi via Clipp. By using the Dimmi Service via Clipp, You are accepting these booking conditions. You may contact Dimmi on 1300 337 761 or at support@dimmi.com.au or at www.dimmi.com.au

10 Unauthorised or illegal use

- 10.1 If You believe that there is an error or unauthorised transaction associated with Your Clipp Account, You should contact us immediately.
- 10.2 Clipp Pty Ltd may decide not to authorise or allow any transaction or Clipp Account if we believe that the transaction or Clipp Account is in violation of this User Agreement or any other Clipp Pty Ltd agreement, or that it exposes You, other Clipp customers, Clipp Vendors or Clipp Pty Ltd to harm, including fraud and other criminal acts. If Clipp Pty Ltd reasonably suspects that Your Clipp Account has been used for an unauthorised, illegal or criminal purpose, You give us express authorisation to share information about You, Your Clipp Accounts, and any of Your transactions with law enforcement.

11 Termination and suspension

- 11.1 Should Clipp Pty Ltd need to conduct an investigation or resolve any pending dispute related to Your Clipp Account, Clipp Pty Ltd may restrict Your access to Your Clipp Account for any period of time necessary. Clipp Pty Ltd may also restrict Your access to Your Clipp Account as necessary to comply with any applicable law or court order, or if otherwise requested by law enforcement or governmental entity. You will be notified of such restricted access unless Clipp Pty Ltd is legally prevented from notifying You.
- 11.2 Clipp Pty Ltd reserves the right to terminate or suspend Your access to Clipp for a breach of this User Agreement. If Your access is suspended, Clipp Pty Ltd may renew access once Clipp Pty Ltd has reasonably formed the view that the reason for the suspension has been suitably remedied.
- 11.3 Without limiting the scope of clause 11.2 Clipp Pty Ltd may terminate Your access to Your Clipp Account if You:
- (a) have breached any other agreement You have with Clipp Pty Ltd;
 - (b) have breached any of Clipp Pty Ltd's policies;
 - (c) pose an unacceptable credit or fraud risk;
 - (d) provide any false, incomplete, inaccurate, or misleading information; or
 - (e) use Clipp in a way associated with unlawful, fraudulent or criminal conduct.
- 11.4 If there is no activity in Your Clipp Account (including access or payment transactions) for at least two years (consecutively), we will notify You by sending You an email to the email address associated with Your Clipp Account and give You the option of keeping Your Clipp Account open. If You do not respond to our notice within thirty calendar days, we will close Your Clipp Account and any credit in Your cash wallet will be forfeited.
- 11.5 Clipp Pty Ltd will not be liable to You for compensation, reimbursement, or damages in connection with Your use of Clipp, or in connection with any termination or suspension of Your Clipp Account. Any termination of Your Clipp Account does not

relieve You of any obligations to pay any fees or costs accrued prior to the termination and any other amounts owed by You to us as provided in this User Agreement.

12 Warranties and limitation of liability

- 12.1 To the extent permitted by law, these terms and conditions exclude all conditions, warranties, guarantees, rights, remedies, liabilities and other terms implied by statute, custom or the common law. Where legislation implies any condition or warranty, and that legislation prohibits Clipp Pty Ltd from excluding or modifying application of, or its liability under, any such condition or warranty, that condition or warranty will be deemed included for the minimum timeframe possible but Clipp Pty Ltd's liability will be limited for a breach of that condition or warranty to the minimum remedy provided for in that law.
- 12.2 Clipp Pty Ltd and its directors, employees and affiliates do not warrant that the service provided by Clipp is accurate, reliable or correct; that the service will be available at any particular time or location, interrupted or secure; that any defects or errors will be corrected; or that the service is free of viruses or other harmful components.
- 12.3 You acknowledge that any content or data downloaded or otherwise obtained through the use of Clipp is downloaded at Your own risk and You will be solely responsible for any damage to Your property or loss of data that results from such download.
- 12.4 You acknowledge that to the extent permitted by law Clipp Pty Ltd, and any of its officers, employees or agents are not liable for any loss or claim of any kind (including without limitation, consequential or economic loss or loss of profits), arising under or in connection with this User Agreement including, without limitation, any changes to this User Agreement save to the extent that such loss or claim arises from the negligence or wilful misconduct of Clipp Pty Ltd, or any of its officers, employees or agents and do not not accept liability for any errors, omissions, expenses, losses or damages caused by:
- (a) Your access to and/or use (or inability to use) the App and/or Website;
 - (b) malware, viruses or any incorrectness or incompleteness of Clipp (unless such damage is the result of any wilful misconduct from Clipp Pty Ltd);
 - (c) representations made by Vendors via Clipp (including where inaccurate information or material has been provided);
 - (d) Your purchase or use of any Products;
 - (e) Your provision of personal or information via Clipp (including details relating to the Payment Method);
 - (f) any failure or delay in the electronic communication systems, including networks or servers, used to provide Clipp; and/or
 - (g) any act or omission by Your Payment Provider, regardless of whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if Clipp Pty Ltd has been advised of the possibility of such damage.

13 Indemnity

- 13.1 As a condition of Your use of Clipp, You agree to indemnify and keep indemnified Clipp Pty Ltd and all of its officers, agents, employees and contractors (**Personnel**) against all claims, obligations, liabilities, expenses, losses, damages and costs (on a solicitor and own client basis and whether incurred by or awarded against Clipp Pty Ltd or its

Personnel) that Clipp Pty Ltd or its Personnel may sustain or incur as a result, whether directly or indirectly, of:

- (a) any breach of this User Agreement by You;
- (b) Your access to and/or use or misuse of Clipp, including any data or content transmitted or received by You;
- (c) Your violation of any applicable law, rule or regulation;
- (d) any other party's access and use of Clipp using Your Clipp Account; and
- (e) any claim or loss of, or damage to, any property, or injury to, or death of, any person (including You) caused by Your access to and/or use of Clipp.

14 Australian Consumer Law

14.1 If a supply by Clipp Pty Ltd under this User Agreement is a supply of goods or services to a consumer within the meaning of the Australian Consumer Law, nothing contained in this User Agreement excludes, restricts or modifies the application of any provision, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law, provided that, to the extent that the Australian Consumer Law permits Clipp Pty Ltd to limit its liability under this User Agreement or otherwise, then Clipp Pty Ltd's liability shall be limited to:

- (a) in the case of services, the cost of supplying the services again or payment of the cost of having the services supplied again; and
- (b) in the case of goods, the cost of replacing the goods, supplying equivalent goods or having the goods repaired, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.

15 Privacy

- (a) We care about Your privacy. Upon acceptance of this User Agreement, You confirm that You have read, understood and accepted Clipp Pty Ltd's Privacy Policy (see the policy at the attached link: <http://clipp.co/privacy>). Clipp Pty Ltd's Privacy Policy applies to that part of Your Customer Information that is "Personal Information".
- (b) We have implemented technical and organisational measures designed to secure Your personal information from accidental loss and from unauthorised access, use, alteration, or disclosure. However, we cannot guarantee that unauthorised third parties will never be able to defeat those measures or use Your personal information for improper purposes. You acknowledge that You provide Your personal information at Your own risk.

16 Intellectual property rights

16.1 All copyright, trade marks and other intellectual property rights in Clipp and the information and material contained on Clipp is owned by or licensed to Clipp Pty Ltd. Trade marks and other rights used under license by Clipp Pty Ltd (for example, in advertising Vendors or Products) are used with permission and are owned by the relevant third party.

16.2 Except as permitted under the *Copyright Act 1968* (Cth), or any other applicable law in the location from which You access Clipp, You may not, regardless of the purposes of Your actions:

- (a) adapt, reproduce, copy, publish, publicly perform, stream, broadcast, transmit or distribute copies of any information or material found on Clipp in any form (including by e-mail or other electronic means), without Clipp Pty Ltd's prior written consent;
- (b) modify, disassemble, decompile, make derivative works of or reverse engineer the Clipp software;
- (c) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Clipp software to any third party;
- (d) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Clipp software; or
- (e) access Clipp in order to build a similar or competitive product or service.

17 Third party services

- 17.1 You may be offered through Clipp services, products and promotions provided by other parties that are not owned or controlled by Clipp Pty Ltd and are not Vendors (**Third Party Services**). If You decide to use these Third Party Services You will be responsible for reviewing and understanding the terms and conditions associated with these services. You agree that Clipp Pty Ltd is not responsible for the performance or purchase of these services. Clipp may contain links to third party websites as a convenience to You. The inclusion of any website link does not imply an approval, endorsement or recommendation by Clipp Pty Ltd. You agree that You access any such website at Your own risk, and that the website is not governed by this User Agreement. Clipp Pty Ltd expressly disclaims any liability for these websites. Once You access a Third Party Service, our Privacy Policy is no longer in effect and You may be subject to the privacy policies and other rules of the third party website.
- 17.2 Clipp Pty Ltd does not warrant, endorse, guarantee or assume responsibility for any Third Party Service or any hyperlinked website or service, or featured in any banner or other advertising, and Clipp Pty Ltd will not be a party to or in any way monitor any transaction between You and providers of Third Party Services.

18 Disputes

- 18.1 This User Agreement is governed by and will be construed in accordance with the laws of the State of New South Wales, Australia. In any action or other legal process with respect to any matter or thing in connection with this User Agreement, You agree to submit to the non-exclusive jurisdiction of the State of New South Wales.
- 18.2 Upon any dispute with Clipp Pty Ltd arising, You agree to first contact Clipp Pty Ltd at support@clipp.co and attempt to resolve the dispute with us.
- 18.3 In the event that You and Clipp Pty Ltd are unable to resolve the dispute, You agree that the dispute will be referred to mediation administered by the Australian Commercial Disputes Centre (Centre) and conducted according to the Centre's respective guidelines.
- 18.4 With the exception of urgent interlocutory relief, the mediation of a dispute under clause 18.3 is a condition precedent to the commencement of any litigation by either You or Clipp Pty Ltd.

19 Whole agreement

- 19.1 Except as expressly provided for in this User Agreement, the terms and conditions in this User Agreement are a complete statement of the agreement between You and Clipp Pty Ltd.
- 19.2 In the event of a conflict between this User Agreement and any other Clipp Pty Ltd agreement or policy, the terms and conditions of this User Agreement shall prevail.
- 19.3 If any of the terms and conditions of this User Agreement are held to be invalid, unenforceable or illegal for any reason, it shall be changed and interpreted to accomplish the objectives of such term or condition to the extent possible and the remaining terms and conditions will nevertheless continue in full force.
- 19.4 Headings are for convenience only and shall not be considered in interpreting the terms and conditions of this User Agreement.
- 19.5 Upon termination of this User Agreement and Your Clipp Account, the terms and conditions of this User Agreement which by their nature are intended to survive termination shall survive and remain in effect.

20 General

- 20.1 This User Agreement, and any rights, obligations and licenses granted under it, may not be transferred, assigned or subleased by You.
- 20.2 Clipp Pty Ltd accepts no liability for any failure or delay in complying with any term or condition of this User Agreement where such failure or delay is due to circumstances beyond Clipp Pty Ltd's reasonable control.
- 20.3 If Clipp Pty Ltd waives any rights available to it under this User Agreement on one occasion, this does not mean that those rights will be automatically waived on any other occasion. Waivers must be in written form and signed by Clipp Pty Ltd or its authorised representative.

If You have any questions regarding this User Agreement, or wish to obtain additional information, please contact us at support@clipp.co.