

Mateship

TERMS OF SERVICE AUSTRALIA - WEBSITE

1. Introduction

- (a) These Terms and Conditions ('**Terms**') apply to your use of the Mateship (Mateship, we, us, our) Website which can be found at www.mateship.app ('**Website**').
- (b) By using the Website, you agree to be bound by these Terms, and if you do not agree to these Terms, then you must not use the Website.
- (c) Mateship's Privacy Policy as well as any other terms, conditions, notices and disclaimers contained elsewhere on the Website that apply to any aspect of the Website that you choose to use, is incorporated into these Terms with you and is binding on you. If you do not wish to be bound by the Terms, Privacy Policy, or any terms, conditions, notices and disclaimers elsewhere on the Website, you should stop using this Website.
- (d) To the extent of any inconsistency between these Terms and any incorporated policy, the incorporated policy will prevail.
- (e) We may amend these Terms from time to time, without providing notice to you, by posting an updated version of the Terms on the Website. You should regularly check these Terms for any amendments. If these Terms are amended, you must comply with the updated Terms. If you do not agree to the updated Terms, you must immediately cease using the Website.
- (f) Capitalised terms used in these Terms are defined in clause 28.

2. Licence

- (a) All copyright and other intellectual property rights in the Website (including all trademarks appearing on the Website) are owned by us and/or our licensors and is protected by Australian and international copyright law, and may also be protected as a trademark, service mark, or under other rights and laws.
- (b) If you have your own validly issued (or validly registered) login details and password which may be used to access the Website, we grant you a revocable, non-transferable, non-exclusive licence to use the Website on your Device for your own purposes, and to download and print out a copy of the information available from the Website for your own personal use.
- (c) You must not (and must not attempt to):
 - (i) except as permitted by the licence set out above, use or copy any part of the Website without our prior written consent;
 - (ii) distribute, translate, modify or tamper with, any part of the Website;
 - (iii) create derivative works of or from any part of the Website;

- (iv) sell, rent, lease, sub-license, assign, exchange or otherwise transfer your rights under these Terms; or
 - (v) permit or assist any person to engage in any act described in paragraphs (i) to (iv) above.
- (d) We may transfer or assign these Terms, and any rights under these Terms, in whole or part, to a third party without notice to you or without your consent.

3. About Us

- (a) When purchasing goods online, our Website allows you to group your Personal Order with other order(s). The Merchant will deliver the Grouped Order to the Lead Recipient at the Chosen Address. All customers with a Personal Order in the Grouped Order will receive Cashback Rewards when all of the following requirements are satisfied:
- (i) the Grouped Order has been fulfilled from the Merchant or Merchant's logistics centre / warehouse;
 - (ii) each corresponding Personal Order in the Grouped Order has been received by each corresponding Secondary Recipient;
 - (iii) you do not refund, return, or exchange any or all items in your Personal Order; and
 - (iv) the Merchant pays us the owing commission and the value of the Cashback Rewards owing to the Primary Recipient (if applicable) and all Secondary Recipients as per clause 7.2.
- (b) If any of the requirements set out in clause 3(a) are not satisfied, we have the right to reduce your Cashback Reward.
- (c) You acknowledge that we do not have any control over, and are not responsible or liable for, the goods purchased from Merchants through this Website. We cannot ensure that the Merchant you are dealing with will complete the transaction.
- (d) All aspects of delivery, fulfilment and customer support will be provided by the Merchant. You agree to be bound by the terms and conditions of the Merchant identified to you at the time of purchase. Please review all applicable Merchant terms and conditions prior to placing your Personal Order for any goods.
- (e) Mateship does not:
- (i) enter into a partnership, joint venture, agency or employment relationship with you, any Lead Recipient and any Secondary Recipient;
 - (ii) Guarantee the identity of any Merchant;
 - (iii) Determine if you are liable for any taxes, duty or charges; or
 - (iv) Collect or pay any taxes, duty or charges on your behalf that may arise from your use of this Website.

4. Use of the Website

4.1 Login details

- (a) You must provide your own internet access and Device in order to use the Website. You are responsible for all internet access, data download and other network charges arising from your use of the Website and you acknowledge and agree that we have no responsibility or liability for those charges. You are responsible for ensuring that all persons who access the Website through your internet connection are aware of these terms, and that they comply with them.

- (b) You are responsible for the operation and maintenance of your Device and for ensuring that the Website is accessible from your Device, this includes but is not limited to a responsibility to ensure that installation of a compatible operating system for the operation and use of the Website on your Device.
- (c) You must use login details and a password to access the Website. You must obtain (or register) those login details and password as required by us and use them in the manner we direct from time to time in order to access the Website. We may decline to provide you login details or a password or to permit you to register login details or a password for the Website in our sole discretion.
- (d) You must keep your login details, password, identification name, or any other information used as part of the Website's security procedures ('**Login Information**') confidential, and not disclose them to any person, or authorise or permit any other person to use the Website using your Login Information. You must use and maintain a password for your Mateship Account that is unique and not a password used by you for any other website, or service. If you breach your obligations under this paragraph and another person uses your Login Information, you are responsible and liable for the use that person makes of the Website with your Login Information as if that use of the Website was by you.
- (e) You must treat Login Information as confidential and keep it secure, and you must not:
 - (i) disclose it to any third party;
 - (ii) store such Login Information in any form, whether encrypted or encoded or otherwise, in any location where such information could be copied, utilised or distributed by any other person, virus, software or any other third party; or
 - (iii) allow or enable a third party to freely access our site via your Login Information.
- (f) You must promptly notify us by email to support@mateship.app if:
 - (i) there is any change to any of the contract or other details you register with us; or
 - (ii) you have reason to believe that another person is aware of your password for the Website.

4.2 Notice provided by you in these circumstances does not release you from your responsibilities under these Terms.

We are under no obligation to monitor any transmissions made or content submitted or (where applicable) published using the Website. However, we have the right to monitor, retain, edit, disclose, delete and (where applicable) refuse to transmit or post any such transmissions and content, including when requested by any law enforcement authority in any jurisdiction.

4.3 General Correspondence and Administrative emails

- (a) By joining and participating in the Website, you give consent to us communicating with you as is necessary for us to provide the service to you. These communications ("**Service Notices**") may include:
 - (i) verification or validation emails;
 - (ii) account statements;
 - (iii) important information or notices about the Website or service, and your use of the Website or service;
 - (iv) responses to a customer service enquiry you have made;
 - (v) notification or confirmation of any transaction you initiate; and
 - (vi) requests for additional information from you.

- (b) Because Service Notices are required and necessary for us to provide the service to you, the only way to unsubscribe from receiving Service Notices from us is to terminate your use of the Website by closing your Mateship Account.

4.4 Direct Marketing

- (a) When you create a Mateship Account, you give us consent to send you information on ways to earn Cashback Rewards, specific Cashback Offers, and commercial advertising and marketing messages in relation to our products and services and those of third parties that we believe you may be interested in.
- (b) This is an optional part of the service, which you may opt-out of. See our Privacy Policy for more information, including for details on how to opt-out.

4.5 Method of communication

We may send our communications to you by any form of direct communication for which we have recorded details for you including by mail, email, SMS or App push notification.

5. Performance of the Website

- (a) We will use reasonable endeavours to generally make the Website available during our normal business hours. However, the availability of the Website depends on various factors, and accordingly, we do not warrant or guarantee that:
 - (i) you will be able to use the Website at any time; or
 - (ii) your use of the Website will be continuous, uninterrupted, secure or error-free.
- (b) You acknowledge and agree that the Website may not be available for use from time to time, and that you may be disconnected from your use of the Website at any time for any reason, including if:
 - (i) any network connection difficulties occur;
 - (ii) the systems providing those services are unavailable for any reason (including so that maintenance can be performed);
 - (iii) you breach any of these Terms; or
 - (iv) we decide to terminate your access to those services for any reason.
- (c) We make no guarantee as to the reliability, suitability, availability or performance of the Website, or of the content on our Website. The performance of the Website depends on various factors, including the functions, capacity and configuration of your Device, the speed of your internet connection, and the number of users access the Website and the systems that support it.
- (d) To the maximum extent permitted by law, you acknowledge that we make no warranty or representation, as to the results that may be obtained through membership of the Website (except to the extent expressly stated otherwise in the Terms or on the Website).
- (e) Access to our Website may occasionally be unavailable or limited due to hardware or software failure or defects, overloading of system capacity, damage from natural events or disasters or disruptive human activity, interruption of power systems, labour shortages or stoppages, legal or regulatory restrictions as well as other causes outside of our control. To the extent permitted, and subject to clause 13, Mateship will not be liable for any loss or damage which you may incur as a result of our Products being unavailable.
- (f) The information available through the Website is subject to updates from time to time and, while we aim to ensure that it is up-to-date, there may be delays, errors or omissions that could affect its currency or accuracy. Accordingly, we cannot and do

not warrant or guarantee that the information you obtain through the Website is or will be current, complete or accurate at all times. You acknowledge and agree that you will make your own enquiries to determine whether the information you obtain through the Website is current, complete and accurate before using it. Subject to clause 13, we are not responsible for any Loss you suffer or incur as a result of your failure to comply with this paragraph.

- (g) Where we make an error in relation to a cashback offer that we believe ought to be obvious (having regard to the quantum and nature of the other cashback offers we provide), we will honour the cashback offer we intended to publish but may decline to let you take advantage of that obvious error.

6. Your eligibility

6.1 Profile Information

- (a) To be eligible to use our Website you must:
 - (i) be 14 years of age or older, and if you are between 14 and 17 years of age inclusive, you must have your parent's or guardian's permission to join or use the Service. Individuals 13 years of age or below are not eligible to join or use the Service;
 - (ii) be capable of entering into a legally binding contract;
 - (iii) have a valid and verifiable email address and Australian mobile telephone number;
 - (iv) provide a valid delivery address in Australia;
 - (v) have access to a bank account; and
 - (vi) in connection with your use of your Mateship Account and our Products, use your real name and true and correct personal details and not use an alias or false identity, even with the consent of the person whose identity you are using, or provide false, inaccurate or misleading personal details or seek to establish a fake, untraceable or unverifiable Mateship Account.
- (b) By entering into these Terms, you represent and warrant that you are eligible to use our Products.
- (c) You must provide a valid email address (the "**Registered Email Address**") when you register to become a member and create a Mateship Account. For your Mateship Account to be considered active and valid, you must validate your Registered Email Address by clicking on a link within an email we send to you after registration.
- (d) The Registered Email Address must be an active email address in regular use by you. If you ever discontinue use of the Registered Email Address, for your membership to remain active you must advise us of a new, active email address that you regularly use. You can advise us of a new email address via the Website. You may be required to re-validate your new Registered Email Address.
- (e) Your Registered Email Address cannot be the same registered email address used for another Mateship Account.
- (f) The Website may contain links to age restricted websites, including Merchant websites containing adult material of a sexual nature. You are not entitled to and you must not click on these links or visit these websites if you are not over 18 years of age or if you are offended by material that is sexual in nature.

6.2 KYC information

- (a) You must provide us with certain information about yourself to allow us to provide you with the service on our Website, including as part of our legal obligations in connection

with “know your customer” (‘KYC’) information. You may also be required to provide personal information in the “Settings” section on the Website, and we may also request from you via the “Settings” section information about you including but not limited to information that does not personally identify you.

- (b) You agree to us keeping a record of all the information you provide us during your use of the Products.
- (c) How we collect, hold and otherwise use and disclose your personal information is set out in our Privacy Policy.

6.3 Accuracy, honesty and integrity

- (a) At all times in your dealings with us and our partners, Merchants and suppliers you must.
 - (i) act with integrity and honesty;
 - (ii) not act in a manner that is illegal, fraudulent, deceptive or dishonest;
 - (iii) ensure any information provided is accurate and not misleading; and
 - (iv) not endeavour to exploit any error in the Website.
- (b) When filling in and responding to any online market research surveys that you have been invited to participate in by us, you must answer questions accurately and truthfully. You must not use inappropriate or profane language in your responses.

6.4 Unlawful use, hacking, tampering and using automated scripts

You must not:

- (a) use the Website for any purpose that is unlawful;
- (b) use the Website to engage in any kind of hacking, tampering, spoofing or abuse of any system or computer service, the Website or any aspects of the service;
- (c) insert into the Website or the service any computer virus or other harmful code; or
- (d) use a script, robot, software program, or other system that operates the service on your behalf and outside of the intended use of the service, whether it be to earn Cashback Rewards automatically, post or transmit bulk messages, or otherwise interfere with the normal operation and security of the Website.

7. Cashback Offers

7.1 Cashback Offers generally

- (a) We make Cashback Offers available on our Website in connection with which you can earn Cashback Rewards.
- (b) The Cashback Offers offered, promoted or referenced are made by third parties. You acknowledge that we act as a referral agent only and are not responsible for the quality of goods/or services you receive from any third party.
- (c) The Cashback Offers are valid for a limited time only (that is, the validity period may be limited) and there may be particular terms, conditions, exclusions or requirements that apply only to a Cashback Offer. The Merchant is responsible for any conditions designated in the Cashback Offer terms. You should ensure that you fully understand any Cashback Offer terms as displayed on the Website or in an email we send before proceeding with fulfilling the Cashback Offer.
- (d) The Cashback Offers may be varied at any time (including the amount of any reward, or any validity period) due to changes in our arrangements with Merchants or third parties. We will show the Cashback Offer on the ‘Shop’ and ‘Order’ page of the

Website. You should always confirm the continued availability of a Cashback Offer, and its details including any associated reward, before joining or entering into any transaction in connection with the Cashback Offer. The estimated value of the Cashback Offer and pending Cashback Reward for you is subject to change until the countdown finishes.

- (e) Your ability to use a Cashback Offer may be affected by human or technical error (including your own conduct, and bugs or glitches on the Website or the systems of participating Merchants). To the maximum extent permitted by law, we are not liable for any errors which occur in the processing of a Cashback Offer or Cashback Reward.
- (f) We make no guarantee or representation as to the minimum or maximum number or duration of Cashback Offers that we make available (or the number of Merchants for the Cashback Offers).
- (g) The Cashback Offers are an estimate of the Cashback Rewards to be received by the customer. The Cashback Rewards a customer receives may be higher, lower or equal to the Cashback Offer.

7.2 Cashback Offers generally

To be eligible to receive Cashback Rewards in connection with a Cashback Offer, subject to clause 3(a):

- (a) as a Secondary Recipient, you must:
 - (i) make a Personal Order at a Merchant;
 - (ii) wait till the Website detects that you have made a Personal Order at a Merchant;
 - (iii) join the proposed Grouped Order within the Cashback Offer validity period;
 - (iv) wait till the Grouped Order has been sent to the Lead Recipient;
 - (v) confirm you (as a Secondary Recipient) have received your Personal Order from the Lead Recipient and wait till all Secondary Recipients have confirmed that they have received their Personal Order; and
 - (vi) not refund, exchange or return all or any items in your Personal Order.
- (b) or as the Lead Recipient, you must:
 - (i) make a Personal Order at a Merchant;
 - (ii) wait till the Website detects that you have made a Personal Order at a Merchant;
 - (iii) create a proposed Grouped Order and invite others to join the proposed Group Order;
 - (iv) if others have joined the proposed Grouped Order within the Cashback Offer validity period as stated on the Website, wait till the Grouped Order has been sent to the Lead Recipient;
 - (v) if you are the Lead Recipient, wait till all Secondary Recipients have each confirmed receipt of their Personal Orders; and
 - (vi) not refund, exchange or return all or any items in your Personal Order.

8. Cashback Rewards

8.1 Cashback Rewards in your Mateship Account

- (a) We will maintain against your Mateship Account a balance of Cashback Rewards accumulated through your use of the Website.
- (b) Any Cashback Rewards held in your Mateship Account will remain in credit against your Mateship Account until you redeem them via a Withdrawal in accordance with clause 9, as long as:
 - (i) your Mateship Account does not become Inactive as described in clause 17.2 (in which case your Cashback Rewards will expire in accordance with clause 17.2(b));
 - (ii) your membership and your Mateship Account are not cancelled or terminated in accordance with these Terms (in which case your Cashback Rewards will be forfeited in accordance with clause 17.4).
- (c) Cashback Rewards are not transferable between members or Mateship Accounts under any circumstances.
- (d) If your available Mateship Account balance is equal to or greater than \$4,500.00 you must provide us with KYC information as requested by us. We will request the KYC information and certified supporting documentation. Where the required information is not provided to us, your Mateship Account will be inaccessible until such time as the requested KYC information is provided.

8.2 Earning Cashback Rewards

- (a) You can earn Cashback Rewards through transactions in connection with Cashback Offers that we make available from time to time as set out in clause 7.
- (b) You are only entitled to one Cashback Reward for each transaction.
- (c) We may provide special Cashback Offers that offer bonus Cashback Rewards or other benefits for sign-ups and referrals to the service, for referring other new members, for certain transactions or for other specific actions ("**Bonus Rewards**"). The specific terms accompanying such Cashback Offers will govern how the bonus rewards are earned and redeemed.
- (d) Certain goods and services are excluded from earning Cashback Rewards, including goods and services restricted by applicable laws or as determined by us or any Merchant from time to time.

8.3 No guarantee of earning potential

You acknowledge and agree that we do not make any guarantee or representation, whether express or implied, as to the amount of Cashback Rewards you can earn as a member of the service.

8.4 Processing Cashback Rewards

- (a) Your pending claim for Cashback Rewards in connection with a Cashback Offer will usually be made on your behalf and where applicable upon receipt of the required transaction details from the Merchant.
- (b) Subject to clause 8.5, pending Cashback Rewards in your Mateship Account will be confirmed and approved when:
 - (i) all Secondary Recipients confirm that they have received their Personal Order; and
 - (ii) we have received payment of the owing commission and the value of the Cashback Rewards owing to the Primary Recipient (if applicable) and all Secondary Recipients from the relevant Merchant.

- (c) We make no guarantees for crediting of any Cashback Reward to your Mateship Account until the steps in clause 8.4(b). You acknowledge that we may elect not to credit you with Cashback Rewards:
 - (i) if not all Secondary Recipients confirm that they have received their Personal Order;
 - (ii) if we have not received payment of the owing commission and the value of the Cashback Rewards owing to the Primary Recipient (if applicable) and all Secondary Recipients from the relevant Merchant; or
 - (iii) when failure of any system such as the relevant Merchant's payments system results in us not being paid by the Merchant for referring you.
- (d) If the Merchant does not approve your transaction, your transaction may still be confirmed and approved for Cashback Rewards by us if the relevant Merchant pays us the commission for the transaction and the value of the Cashback Rewards.
- (e) Cashback Rewards may not be credited to your Mateship Account immediately. In some instances, for example, it may take 3 months or more before Cashback Rewards that you have earned are credited to your Mateship Account.
- (f) We may at our discretion, approve or credit Cashback Rewards if the requirements in paragraphs 8.4(b) and (c) are not met, but may subsequently reverse the approval or crediting of Cashback Rewards, or apply a freeze to the Cashback Rewards, including on any Withdrawal until such time as these requirements have been satisfied.
- (g) If for some reason your transaction does not appear in your Mateship Account (either as a pending or approved transaction), you may make a claim with us to have your transaction manually assessed. In order to be able to manually assess your claim:
 - (i) you must provide all documents, information and evidence (including order/invoice) which is reasonably necessary to confirm that the transaction the subject of the claim has been made and not reversed; and
 - (ii) we must be able to confirm from the information you provide that the transaction is a qualifying transaction and confirm the applicable payment details with the Merchant. Please note:
 - (A) your use of ad blocking software and/or disabling cookies may mean that we cannot confirm and approve your relevant transaction, in which case we may reject your claim;
 - (B) if your Personal Order was not placed in a Grouped Order in the system, we may reject your claim; and
 - (C) some Merchants will not accept any manual claims whatsoever and in such cases we will reject your claim.
- (h) All other requirements for a Cashback Reward must still be satisfied, including as described in clause 8.4(b) and (c) above.

8.5 Ineligibility for Cashback Rewards

- (a) We may elect not to credit you with Cashback Rewards where it would be unlawful to provide you with any incentive in relation to that transaction.
- (b) We will not credit you with Cashback Rewards, and we may without notice to you at any time withhold Cashback Rewards, and adjust, reverse, deduct or cancel Cashback Rewards already credited and decline or reverse any Withdrawal request if any of the below has occurred, or we have reason to believe any of the below has occurred:
 - (i) the relevant transaction is not a qualifying transaction;

- (ii) you subsequently cancel or vary the relevant transaction, return the goods or services the subject of the relevant transaction for refund or credit, or fail to pay for the order in full;
- (iii) the relevant transaction is not processed on the Merchant's payments system for any reason; or
- (iv) Cashback Rewards were credited to your Mateship Account incorrectly (whether due to human error or computer error);
- (v) if your Personal Order was not placed in a Grouped Order in the system; or
- (vi) your use of the service in connection with any Cashback Rewards is not in accordance with, or in breach of, these Terms, including due to your illegal, fraudulent, deceptive or dishonest conduct.

9. Redemption of Cashback Rewards

9.1 Withdrawal general conditions

- (a) To be eligible for and request a Withdrawal, the total Cashback Rewards accrued from approved transactions and remaining in your Mateship Account must:
 - (i) equate to a value greater than or equal to \$10.01 ("**Minimum Value**"); and
 - (ii) include at least one qualifying transaction. Mateship Accounts with only Bonus Rewards available cannot be cashed out until a qualifying transaction has been made and approved.
- (b) Each Withdrawal request submitted by you is final and not reversible.
- (c) At the time you request a Withdrawal, we may:
 - (i) request from you a copy of a proof of identification document and KYC information in accordance with clause 8.1(d), for account verification and security purposes, before approving your Withdrawal requests. If you are unable to elect not to provide a copy of a proof of identification document, we may deny your request for Withdrawal of Cashback Rewards; and
 - (ii) review the details and transaction history of your Mateship Account, and the details of any related Mateship Account (being any accounts held by members that were referred to the service by you, or any Mateship Account that has the same recorded residential address and/or postal address, phone number or payment details as your Mateship Account).
- (d) You expressly acknowledge that your eligibility to redeem your Cashback Rewards for a Withdrawal is conditional upon your ongoing compliance with these Terms.
- (e) We reserve the right to decline any Withdrawal request and adjust, reverse or cancel any outstanding redemption or payment of a Withdrawal, where we have evidence or reason to believe Cashback Rewards were credited to your Mateship Account incorrectly (whether due to human error or computer error), or not in accordance with, or in breach of, the Terms, including due to your illegal, fraudulent, deceptive or dishonest conduct, or as otherwise set out in this Terms.

9.2 Withdrawal payment

- (a) You are solely responsible for ensuring the accuracy of the information provided for the purposes of a Withdrawal. If a Withdrawal that you request is processed as per the Mateship Account details supplied by you (whether bank account, PayPal transfer or other method), and there is an error in those account details, we will use our reasonable endeavours to request the transaction to be reversed and, if we are successful in obtaining the reversal and we recover the amount transferred, we will endeavour to make the transfer to the correct account, less any applicable

administration fee. We will have no other obligation to take any action to reverse the transaction, reprocess the transaction, or refund Cashback Rewards to you (and accordingly the redeemed Cashback Rewards and Withdrawal payment may be lost).

- (b) If a Withdrawal is rejected by the receiving institution for any reason (other than an error on our part), we may charge to you an administration fee of \$30 (by redeeming any Rewards in your Mateship Account to that value or by asking you to pay us that amount). Otherwise, you will not be charged any fees for processing the Withdrawal, these fees will be borne by us.
- (c) For the purposes of a Withdrawal, we may, at our discretion, enforce a limit of one Mateship Account per receiving account.

9.3 Limits on your right to receive payment

- (a) We will not hold any amounts representing Withdrawal payments we may be required to make to you in respect of your redemption of Cashback Rewards in a separate bank account or otherwise segregate those amounts from our own funds, and we do not hold any such amounts in trust.
- (b) Until you validly request a Withdrawal, we are not liable to you for payment of any Cashback Rewards and you have no entitlement to receive any funds from us and cannot make any claim against our assets.
- (c) In the event that we become insolvent, you will not be able to recover any outstanding amount that we owe, but have not paid, to you in priority to any of our other creditors. There may be other creditors whose debts will take priority over yours. You may not recover the full amount we owe to you and there is a risk that you will not be able to recover any of the unpaid amount.

10. Anti-Money Laundering and Counter-Terrorism Financing

- (a) You acknowledge that:
 - (i) we are subject to various Anti-Money Laundering and Counter-Terrorism Financing laws ('**AML/CTF**') which includes prohibitions against any person dealing with the proceeds of, or assets used in, criminal activity (wherever committed) and from dealing with any funds or assets of, or the provision of finance to, any person or entity involved (or suspected of involvement) in terrorism or any terrorist act; and
 - (ii) the AML/CTF laws may prohibit us from offering services to you, or entering into or conducting transactions with you.
- (b) You agree that we:
 - (i) are not required to accept or execute any instruction, or take any other action under, or in connection with, these Terms if we are not satisfied as to your identity, or where we suspect on reasonable grounds that by doing so we may breach the AML/CTF laws;
 - (ii) may delay, block or refuse to release any monies on your instructions, if we believe on reasonable grounds that to do so may breach any law in Australia or of any other country, including the AML/CTF laws; and
 - (iii) will incur no liability to you for any loss you suffer (including consequential loss) however caused by reason of any action taken or not taken by us contemplated in this clause 10.
- (c) You agree to provide all information and documents to us which we reasonably require to comply with any law in Australia or any other country including the AML/CTF laws and agree that we may disclose information which you provide to us, or about

transactions you conduct, or seek to conduct, with us where we are required to do so by any such laws.

- (d) You undertake that the payment of monies in accordance with these Terms or any instructions given by you will not breach the AML/CTF laws.

11. Your obligations

11.1 Obligations

- (a) By signing these Terms by hand or electronically (i.e. by clicking to accept its terms), or using Mateship's Services, You agree to be bound by its terms.
- (b) You must not use (or attempt to use) the Website to access, transmit, publish or communicate material which:
 - (i) Is false, inaccurate, defamatory, offensive, inflammatory, obscene, unsuitable for minors, abusive, obscene, vulgar, pornographic, indecent, threatening, or otherwise unlawful, including without limitation, any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to a civil liability or otherwise violate any applicable law;
 - (ii) Is xenophobic, racist, abusive, harassing or hateful;
 - (iii) Is invasive of a person's privacy or publicity right, or constitutes personal abuse directed at other users;
 - (iv) Constitutes spam, commercial advertising, the promotion of gambling or the promotion of your own site, business or organisation;
 - (v) post, transmit or in any way exploit any materials of any kind for commercial or marketing purposes, or which contains any promotional material or advertising without our consent;
 - (vi) Contains a virus or other harmful code;
 - (vii) Infringes a person's copyright or other rights (including any other intellectual property rights); or
 - (viii) Contains links to other sites that contain or promote the material identified in paragraphs (i) to (vii) above.
- (c) You must not use (or attempt to use) the Website to obtain unauthorised access to (or damage, disrupt or interfere with the operation of) any computer, system, application, network or service.
- (d) You must not use (or attempt to use) the Website to transmit, publish or communicate bulk and/or unsolicited messages.
- (e) You must not use (or attempt to use) the Website, use your Mateship Account or our Products for any unlawful fraudulent or improper activity, including for any experimental, testing or research purposes or otherwise in a manner for which they have not been designed.
- (f) You must not use (or attempt to use) the Website in any way that may bring negative exposure or harm to us, our suppliers, Merchants, or other users of the Website.
- (g) You must not use (or attempt to use) the Website in any way that may cause us, our suppliers, Merchants, or other users of the Website to incur liability to a third party.
- (h) You must not use (or attempt to use) any technology (device, software or hardware) to damage, intercept or interfere with our Products or Websites.
- (i) You must not use the Website on behalf of any other individual, including a family member, or allow any other individual to use the Website or your Mateship Account on your behalf.

- (j) A maximum of 6 Mateship Accounts per postal address applies.
- (k) Mateship Accounts are not transferable between members under any circumstances.
- (l) You may specify a Mateship Account username. We reserve the right to cancel any Mateship Account created with a username that in our opinion is offensive, obscene, profane or indecent.
- (m) You must immediately contact us if you believe that your Mateship Account may be subject to an unauthorised transaction, Mateship Account takeover or other type of fraudulent activity or security breach.
- (n) You must cooperate fully with us to investigate any suspected unlawful, fraudulent or improper activity on your Mateship Account.
- (o) You must not open or use more than one Mateship Account.
- (p) You must not restrict or inhibit any other member from using or enjoying any aspect of the Products or services.
- (q) We may ask you to cease any conduct which we believe is contrary to your obligations under these Terms, and you must immediately comply with any such request. Without limiting any other rights we may have, if you breach any of the conditions in clause 11, we may impose an administration fee equivalent to \$30 (by redeeming any Cashback Rewards in your Mateship Account to that value or by asking you to pay us that amount) to compensate us for the costs of monitoring and rectifying the breach, and/or we may immediately terminate, and block your access to the Website or the services provided by the Website for any reason, in our discretion.
- (r) All purchases and deliveries are final when Personal Orders are grouped within a Grouped Order. Prior to grouping your Personal Order within a Grouped Order, if you wish to cancel any goods or services offered by a Merchant, you will be responsible for contacting the Merchant directly to cancel this in accordance with the Merchant's policies.
- (s) When you use our Products to make a Cross Border Transaction, we will convert the cashback received from the Merchant into your local currency at the retail exchange rate.

12. Security

- (a) To use the Website and its features as intended, you must:
 - (i) Enable the Website to use cookies; and
 - (ii) Grant it any other permissions and access to your Device that it requires from time to time.
- (b) If you do not grant these permissions and this access as per clause 12(a), you may be unable to use the Website or some of its features.
- (c) The Website uses the internet to provide services and information. By using the Website, you acknowledge and agree to accept all risks associated with using the internet, including the potential exposure to viruses and harmful code which may affect your Device.
- (d) We do not warrant or guarantee the security of the Website. You are solely responsible for the security of your Device (including any data stored on that Device) and for using appropriate and up-to-date software on your Device to detect and manage the threat posed by viruses and other harmful code.

13. Consumer Guarantees

- (a) Under the Australian Consumer Law (and other similar legislation of Australian states and territories), certain statutory guarantees are conferred in relation to the supply of goods or services to a Consumer (**Consumer Guarantees**).
- (b) Where you as a Consumer acquire goods or services under these Terms through your use of the Website and those goods or services;
 - (i) Are of a kind ordinarily acquired for personal, domestic or household use or consumption (**PDH Goods or Services**), the operation of the Consumer Guarantees cannot be, and are not in these Terms, excluded, restricted or modified; or
 - (ii) Are not PDH Goods or Services, we limit our liability for a failure to comply with any Consumer Guarantee, to, at our option;
 - (A) In the case of goods, repairing or replacing the goods or paying the cost of having those goods repaired or replaced; and
 - (B) In the case of services, re-supplying the services or paying the cost of having the services re-supplied,
- (c) And we do not exclude or limit the operation of the Consumer Guarantees under any other provision of these Terms or in any other manner and you agree it is fair and reasonable in all the circumstances for our liability to be so limited.

14. Liability

14.1 You acknowledge and agree that your access to, and use of, the Website is at your own risk.

- (a) To the extent permitted by law, exclude from these Terms all representations, guarantees, conditions, warranties, rights, remedies, liabilities and other terms that may be conferred or implied by statute, general law or custom (except any guarantee or right conferred under any legislation (including the Australian Consumer Law), the exclusion of which would contravene legislation or cause part or all of this clause to be void).
- (b) Except for any liability under the Consumer Guarantees, we exclude all responsibility and liability arising from or in connection with your use of the Website, including without limitation:
 - (i) Any and all actual or anticipated loss of profits, revenue, goodwill, savings, data, business opportunity, or expectation, and any and all indirect, special, consequential, punitive or exemplary Losses; and
 - (ii) Any other Losses.
- (c) Except for any liability under the Consumer Guarantees, we exclude all responsibility and liability arising from or in connection with the purchase, delivery and use of goods from a Merchant including but not limited to all events arising out of the delivery and handling of, the Grouped Order to the Lead Recipient, and each Personal Order by the Lead Recipient to each Secondary Recipient. You acknowledge that this is a matter between you and the Merchant, participating delivery carrier, or Lead Recipient. Please contact the Merchant, participating delivery carrier, or Lead Recipient that are responsible for the delivery of your goods.
- (d) Subject to clause 13 and to the maximum extent permitted by law, you release us and we are not liable for, any claim for all Losses in connection with:
 - (i) Any goods purchased from the Merchant;

- (ii) Any Merchant or product descriptions contained on the Website or contained in communications sent to you by us or on our behalf, where these are provided to us by the relevant Merchant;
 - (iii) Any failure of or delay in a participating Merchant to pay the value of the Cashback Reward and commission, or otherwise failing to provide us with any information or perform any act upon which we depend on; or
 - (iv) any failure or default beyond our reasonable control, whether in contract, tort (including negligence), in equity, under statute or on any other basis.
- (e) It is up to the Lead Recipient to provide the Secondary Recipients their Personal Order. The Lead Recipients operate independently of Mateship. When the Lead Recipient receives the Grouped Order, the Lead Recipient will deliver the Personal Orders to the Secondary Recipients, or will arrange for the Secondary Recipients to pick up their Personal Orders (and Mateship will not be responsible for arranging delivery of each Personal Order to each Secondary Recipient). The Website is a marketplace to help you place a Personal Order with other recipients, to the Lead Recipient at which point the Lead Recipient will arrange a delivery or pick-up of each Personal Order to each Secondary Recipient. Mateship will not assess the suitability, legality or ability of any Lead Recipient. We exclude all responsibility and liability arising from or in connection with acts or omissions by any Lead Recipients.

14.2 Our Liability to you when statutory guarantees do not apply

To the maximum extent permitted by law, our maximum aggregate liability for all claims under or relating to the Website which is not excluded or limited in these Terms, whether in contract, tort (including negligence), in equity, under statute or on any other basis, is limited to \$50. The limitation does not apply to any Cashback Rewards and Withdrawal that you are rightfully entitled to in accordance with these Terms.

15. Indemnity

- (a) Upon demand, you will indemnify and keep indemnified us, our Related Bodies Corporate, and any of our/their respective officers, employees and agents (collectively, “those indemnified”) against all claims (including third party claims), demands, damages, liabilities, costs (including legal costs), expenses, penalties or suits incurred by those indemnified and caused by or arising out of or consequential upon:
 - (i) any information, content or materials posted by you on the Website; or
 - (ii) any illegal, fraudulent, deceptive or dishonest conduct of you in connection with the Website.
- (b) If you are the Lead Recipient, in addition to 15(a)(i) and (a)(ii) above, upon demand, you will indemnify and keep indemnified those indemnified against all claims (including third party claims), demands, damages, liabilities, costs (including legal costs), expenses, penalties or suits incurred by those indemnified and caused by or arising out of or consequential upon any failed deliveries from the Lead Recipient to the Secondary Recipients.

16. Taxation

- (a) You alone are liable for any and all taxation implications relating to your use of and participation in the Website or you obtaining Cashback Rewards through the Website, and you alone will be liable for having any such tax liability assessed and paid.

- (b) We recommend that you consult with your accountant or tax adviser to ensure that you understand any possible tax implications related to your use of and participation in the Website or you obtaining Cashback Rewards through the Website.

17. Termination

17.1 Cancellation by us

- (a) We reserve the right to cancel your membership and your Mateship Account, and terminate your use of the Website at any time, without cause or reason by giving you 30 days' notice.
- (b) In addition, we may cancel your membership and your Mateship Account, and terminate your use of the Website immediately without notice, if we have evidence or reason to believe that you:
 - (i) have breached the Terms, and failed to remedy that breach within 7 days of receiving notice of the breach;
 - (ii) have materially breached the Terms;
 - (iii) have engaged in illegal, fraudulent, deceptive or dishonest conduct;
 - (iv) die or become unsound of mind or become bankrupt; or
 - (v) act against our business interests or reputation or the business interests or reputation of our Related Bodies Corporate, clients, partners, merchants and suppliers.

17.2 Cancellation and Cashback Rewards expiry for non-use (Inactive Mateship Accounts)

- (a) We reserve the right to cancel your membership and your Mateship Account, and terminate your use of the Website, with 7 days' notice, if your Mateship Account becomes Inactive. Your Mateship Account becomes "Inactive" if you do not log in to the Website and click through to a participating Merchant's website at least once in a 12-month period.
- (b) All Cashback Rewards (whether pending or approved or accrued or not) held in an Inactive Mateship Account will expire at midnight (Sydney, Australia, time) on the date that the Mateship Account becomes Inactive (the "**expiry date**"). Unless we cancel your Mateship Account in accordance with clause 17.2(a), expiry of Cashback Rewards will not itself result in closure of your Mateship Account, but the applicable expired Cashback Rewards will be immediately and irreversibly cancelled and will not be available to you. We will use reasonable endeavours to provide you with prior written notification of the date on which your Cashback Rewards will expire.

17.3 Cancellation by you

You may cancel your membership of the Website at any time in the "Close my Account" section, in the "My Settings" section, of the Website. You will be required to enter your password in order to cancel your membership. Upon cancelling your membership, your Mateship Account will be cancelled and your ability to use the service terminated.

17.4 Cancellation is final

- (a) If your Mateship Account is cancelled for any reason, the cancellation is final and your membership cannot be re-activated.
- (b) If your Mateship Account is cancelled for any reason, you will forfeit all of your Cashback Rewards and all outstanding redemption payments (including any Cashback Rewards held in your Mateship Account or accrued by you, any Withdrawal or other pending payments, and any other Cashback Rewards or payments that you

would otherwise have been entitled to receive). Any such Cashback Rewards and payments will remain our property and are immediately and irreversibly forfeited (and we will have no further obligation to make any payment to you).

17.5 Refusal of application

We reserve the right to refuse your application to join the Website again, or cancel any new Mateship Account you create, if we have ever cancelled your membership in the past.

18. Cooperation with Law Enforcement

We reserve the right to cooperate fully with any law enforcement authority in any jurisdiction in respect of any lawful direction or request to disclose the identity or other information in respect of anyone using the Website or service.

19. Confidentiality

- (a) If you access any Confidential Information using the Website, you must:
 - (i) Keep such Confidential Information confidential;
 - (ii) Use such Confidential Information only in accordance with the Terms; and
 - (iii) Not disclose such Confidential Information to any person (other than a director, officer, employee or partner of the organisation you represent, who is obliged to keep that information confidential).
- (b) The obligations in paragraphs (a)(i) to (a)(iii) above will continue to apply even if your access to the Website is disabled, terminated, suspended or withdrawn.

20. Privacy

- (a) We may collect, use and store your personal information in accordance with these Terms, the Privacy Policy and applicable legislation, including for the purposes of making available the Website, complying with our legal obligations, and improving the user experience in relation to the Website.
- (b) If you use the Website, the information that we may collect and store includes, without limitation:
 - (i) The type of operating system and/or other software or firmware used by your Device;
 - (ii) The data you send and receive using the Website, and the type and quantity of that data;
 - (iii) The dates on and times at which you use the Website; and
 - (iv) The IP and MAC address of your Device.
- (c) You represent and warrant to us that the personal information you provide to us is complete and accurate.

21. Third party links

- (a) The Website may contain links to other websites over which we have no control. Those links are provided for your convenience only, and we are not responsible for their use, effect or content. We make no representations or warranties as to, and accept not responsibility for, the accuracy of information on those websites, nor do we endorse any information, opinions, goods or services referred to on them.

- (b) You acknowledge that your interactions and any delivery arrangements with third parties is at your own risk and you recognise that the products or services provided by third parties are not provided by us, but by the relevant third party.
- (c) You should carefully review the terms and conditions applicable to the third party's services.
- (d) No endorsement of, or affiliation with third parties (such as Merchants, carriers or other delivery agents) shall be construed in any manner whatsoever, notwithstanding anything else contained herein or otherwise. You acknowledge that such facilitation is provided for your information and convenience only.
- (e) You acknowledge we have no control over the contents, quality or integrity of those third parties and we accept no liability caused by them or for any loss or damage that may arise in connection with services or products provided by any such third party (notwithstanding anything else contained herein).
- (f) If you have an enquiry or complaint about a particular merchant, business, advertisement, link, email, you may contact us. We will do our best to answer your question or resolve the issue, however in some circumstances we may need to direct you to contact the Merchant, business or advertiser directly.
- (g) To the maximum extent permitted by law, you acknowledge that we make no warranty or representation, as to the goods and/or services purchased or obtained through the Website or service, including goods and/or services offered by third parties.

22. Complaints and disputes

22.1 Disputes between you and a Merchant

- (a) If you have a dispute with a Merchant, you should file a dispute through direct contact with the Merchant.
- (b) Whilst Mateship will endeavour to facilitate communication between you and the Merchant to enable a resolution to all disputes, the outcome of your disputes with Merchants will not affect Mateship's rights and remedies under these Terms.

22.2 Disputes between you and us

- (a) We:
 - (i) will acknowledge receipt of all complaints within 1 business day or as soon as reasonably practicable;
 - (ii) will provide an initial response to all complaints within 10 business days from the date of the complaint; and
 - (iii) aim to resolve all complaints within 21 days.
- (b) If you wish to raise a dispute or submit a complaint to us, you should do so by contacting us using the details listed below. Disputes should be raised with us as soon as possible to the following contact method:
Email: support@mateship.app
- (c) We may request additional documentation from you to assist us in resolving any complaints or disputes, and you must provide all reasonable assistance to us to facilitate us in resolving any complaints or disputes.
- (d) Where we cannot resolve a dispute within 21 days, we will notify you of the reason for the delay as well as an indication of when we expect to resolve the complaint or dispute.
- (e) When we have completed our investigation of your complaint, we will provide you with a written response, which will include the outcome of our investigation.

- (f) There may be some circumstances where (unless otherwise required to do so) we will not provide a written response to you because we have either:
 - (i) resolved the complaint to your satisfaction within 5 business days; or
 - (ii) given you an appropriate explanation and/or apology and there are no further actions we can take to reasonably address the complaint.

23. Notices and Communications

23.1 How we will communicate with you

These Terms and any other agreements, notices or other communications regarding your Mateship Account and/or your use of our Products may be provided to you electronically via your Registered Email Address or by push notification on the App. You agree to receive all communications from us in electronic form. A notice so given will be deemed received by you on the date the notice is sent or pushed as the case may be.

23.2 How you can communicate with us

Except as stated otherwise in these Terms, notices to us can be given by email to:

Email: support@mateship.app

24. Suspense, withdrawal of or changes to the Website

- (a) We reserve the right to:
 - (i) Suspend your use of, or withdraw, the Website and/or any of its features or components; and
 - (ii) Add to, amend, remove, or disable access to, any part of the Website and/or any of its features or components,in each case at any time and for any reason, without notice to you.
- (b) If requested by us, you must immediately:
 - (i) Cease use of the Website; and/or
 - (ii) Destroy, expunge, disable or restrict access to any information from the Website that you have printed or downloaded, and any information derived or generated from that information.

25. Miscellaneous

- (a) If any part of the Terms is or becomes illegal, invalid or unenforceable, it will not affect the validity or enforceability of any other part of the Terms.
- (b) The Terms constitute the entire agreement between us and you in relation to the service and supersede all other (prior or contemporaneous) communications or displays whether electronic, oral, or written between us and you in relation to the service. However, nothing in the Terms limits any liability either party may have in connection with any representations or other communications (either oral or written) made prior to or during the term of these Terms, where such liability cannot be excluded (which may include liability arising under section 18 of the Australian Consumer Law).
- (c) The provisions of the Terms which by their nature survive cancellation of your Mateship Account will do so, including clauses 5, 10, 12, 13, 1313(c), 15, 21 and 26 of these Terms.

- (d) We do not waive a right, power or remedy in connection with these Terms if we fail to exercise or delay in exercising the right, power or remedy.

26. Governing Law

These Terms are governed by the laws of New South Wales, Australia. You submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia and the courts having appeal from them.

27. Interpretation

In the Terms, unless the contrary intention appears:

- (a) the word "person" includes an individual, a firm, a corporation, an unincorporated association, government, state or agency of state, association, partnership or joint venture;
- (b) all references to dollars or \$ or cash in the Terms are to Australian dollars; and
- (c) 'including', 'such as' and similar expressions are not words of limitation.

28. Definitions

Terms which are capitalised in these Terms have the following meanings:

- (a) **AML / CTF** as defined in clause 1010(a)10(a)(i);
- (b) **App** is the official Mateship application found on the Apple and Android application store;
- (c) **Australian Consumer Law** has the meaning given to that term in section 4 of the *Competition and Consumer Act 2010* (Cth), as amended, replaced or superseded from time to time;
- (d) **Bonus Rewards** means special offers or other benefits from sign-ups and referrals to the service, for referring other new members, for certain qualifying transactions or for other specific actions;
- (e) **Cashback Offer** means an estimate of the cashback a customer would receive if they were to bundle their Personal Order in a Grouped Order;
- (f) **Cashback Rewards** means the cashback a customer received because they bundled their Personal Order in a Grouped Order;
- (g) **Confidential Information** means:
 - (i) The information obtained through the Website; and
 - (ii) The identity of any user of the Website,except in each case for information which is in, or which enters, the public domain otherwise than as a consequence of a breach of these Terms;
- (h) **Chosen Address** means the single address where the Merchant will deliver the Grouped Orders;
- (i) **Consumer** has the meaning given to that term by section 3 of the Australian Consumer Law;
- (j) **Consumer Guarantees** as defined in clause 1313(a);
- (k) **Cross Border Transaction** means a Mateship purchase between You and a Merchant in an overseas jurisdiction permitted by Mateship;

- (l) **Device** means your own internet-enabled device that is compatible with the Website and has a current and working internet connection;
- (m) **expiry date** as defined in clause 17.217.2(b);
- (n) **Grouped Order** means the group of Personal Orders from a Merchant as if it were ordered by a single customer;
- (o) **Inactive** as defined in clause 17.217.2(a);
- (p) **KYC** means know your customer information as referenced in clause 6.2(a);
- (q) **Lead Recipient** means the customer or recipient who is at the Chosen Address where they will receive the Grouped Order;
- (r) **Login Information** as defined in clause 4.1(d);
- (s) **Loss** means any liabilities, losses, damages, costs and expenses (including legal costs and expenses, regardless of whether incurred or awarded) arising in contract, tort (including negligence) or otherwise, and **Losses** has a corresponding meaning;
- (t) **Mateship** means MATESHIP AU PTY LTD (ABN 62 659 933 445);
- (u) **Mateship Account** means an account that Mateship creates to uniquely identify you and to enable you to use our Website;
- (v) **Merchant** means any individual or legal entity that offers Cashback Offers or uses the Website on its store;
- (w) **Minimum Value** as defined in clause 9.1(a)(i);
- (x) **Partners** are retailers, logistics partners, third party suppliers and commercial partners involved with, or engaged by Mateship;
- (y) **Personal Order** means the goods that the customer individually ordered and solely paid for;
- (z) **Privacy Policy** means our privacy policy, as amended from time to time and published at web page accessible using the address <https://www.mateship.app/privacy> (or any replacement web page from time to time);
- (aa) **Products** means the products and associated services offered by Mateship from time to time including but not limited to the Website;
- (bb) **Registered Email Address** as defined in clause 6.1(c);
- (cc) **Related Body Corporate** has the same meaning as under the *Corporations Act 2001* (Cth);
- (dd) **Secondary Recipient** means the customers who have a Personal Order in the Grouped Order and will receive their Personal Order from the Lead Recipient;
- (ee) **Service Notice** as defined in clause 4.3(a);
- (ff) **Website** is the website found at www.mateship.app; and
- (gg) **Withdrawal** means any type of request for us to pay you an amount in exchange for redemption of an amount of your accumulated Cashback Rewards. This is synonymous with “redemption” and “payment” of Cashback Rewards. This includes any payment by bank transfer of PayPal transfer into a qualifying linked account or any other method set out on our Website.

