



*Fast Deal , On The Go!*

DAPPYDEALS.COM

MARKETPLACE TERMS AND CONDITIONS

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## **MARKETPLACE TERMS AND CONDITIONS**

The dappydeals.com website (**Site**) and mobile application (**App**) are owned by ABN 73615150911 Pty Ltd (referred to as **D'Appy Deals, We or Us**). The Site and App connects people who want offers for goods and Services (**Customers**) with businesses who want to make offers for goods and services (**Businesses**) by facilitating offers between Customers and Businesses (**Services**).

### **1. Agreement**

- (a) These Terms and Conditions (**Terms**) form a binding legal agreement between Us and each person, organisation or entity accessing, viewing or using the Site, App and Services, including Customers and Businesses (referred to as **User or You**). By accessing or using the Site, App and Services, each User agrees to comply with and be legally bound by these Terms. Businesses and Customers will also be asked to click "I Agree" when registering for an Account as a Business or Customer. Please read the Terms carefully. If there are any questions, please contact Us using the contact details at the end of these Terms.
- (b) The User's access and use of the Site, the App and the Services indicates that:
  - i. the User has had sufficient opportunity to access the Terms;
  - ii. the User has read, accepted and will comply with the Terms;
  - iii. the User has legal capacity to enter into a contract for sale; and
  - iv. the User is 18 years or older.

If this is not correct, or if the User does not agree to these Terms, the User is not permitted to use any of the Services.

- (c) We may amend these Terms from time to time with immediate effect upon giving Users notice of the varied Terms via the Site and App. Use of our Services following any such amendments will be deemed to be confirmation that the User accepts those amendments. If a User has reasonable grounds to believe that the varied Terms will be detrimental to their rights, the User may terminate their Account created under these Terms without penalty upon receiving the notice of varied Terms. We recommend that each User check the current Terms, before continuing use of the Site, App or Services.
- (d) These Terms supplement and incorporate Our policies and terms and conditions, including without limitation the Website Terms of Use, Privacy Policy posted on the Site and App.
- (e) Our Privacy Policy and Website Terms of Use set out how We collect, use and protect the personal information of our Users.

### **2. Site and App Summary**

- (a) The Site, the App and the Services provide an offer introductory service for Businesses and Customers.
- (b) A Business with an ability to perform services and/or to provide goods (1) creates an account on the App at which time an Individual Code Number (**ICN**) will be generated and (2) uploads offers for goods and services on the App (**Offer**). A Business can upload Offers for goods and services which are located within a 20km radius of the Business's address registered in its Account.
- (c) By making an Offer the Business confirms that s/he is legally entitled to and capable of supplying the goods or services described in the Offer.

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- (d) A Customer open to receiving offers for goods and services (1) creates an account on the App at which time an ICN will be generated and (2) chooses what types of Offers for goods and services it wishes to receive. A Customer can only receive Offers for goods and services that are located within a 20km radius of the Customer as determined by the location of the Customer's mobile phone. Customer agrees to: (i) allow the App to determine the Customer's mobile phone location in order for the Customer to receive Offers from Businesses; and (ii) receive the types of Offers which it has registered to receive in their Account settings.
  - (e) Offers are received by Customers via mobile phone. To accept the Offer, the Customer must present its ICN displayed on its phone to the Business who made the Offer and purchase the good or service in the Offer.
  - (f) Each User understands and agrees that the Site and the App is an online introductory platform only, and that Our responsibilities are limited to facilitating the user functionality availability of the Site, the App and the Services. We are not an employment agency or labour hire business. By accessing or using the Site or App, You acknowledge that Businesses are not our employees, contractors, partners or agents.
  - (g) We are not a party to any agreement entered into between a Business and a Customer. We are not a referrer or booking agent, and provide no such related services. We have no control over the conduct Customers, Businesses and any other Users of the Site, the App and the Services. We disclaim all liability in this regard, as set out in these Terms.
  - (h) Any arrangement between a Business and a Customer is solely between the Business and Customer. It is strictly and expressly not part of the User's agreement with Us.
  - (i) We accept no liability for any aspect of the Customer and Business interaction, including but not limited to the description of goods and services offered, the performance of services and the delivery of goods. We do not assist or involve Ourselves in any way in any dispute between a Customer and a Business.
  - (j) All information related to services to be performed or acquired or goods to be provided or acquired is supplied by App Users. We do not have any ability or responsibility to review, approve or verify any User provided information prior to publication on the App.
  - (k) You expressly agree that We have no responsibility and make no warranty as to the truth or accuracy of any aspect of any information provided by Users (including all Customers and Businesses), including, but not limited to, the ability of Businesses to perform tasks or supply items, or the honesty or accuracy of any information provided by Customers or Businesses or the ability of Customers to pay for the services or goods requested.

### 3. Online Registration

- (a) A User can browse and view the Site and App as an unregistered user of the Site or App. A User must register on the App and create an account (**Account**) to access some Services and features on the Site and the App, including making or receiving an Offer as applicable.
- (b) Each User may only have one (1) Account on the App.
- (c) Basic information is required when registering on the App for an Account. Each User is required to provide certain information including name, email address, and location and select a username and password.
- (d) Each User agrees to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete. We reserve the right to suspend or terminate any User's Account and his/her access to the App and Services if any information provided to Us proves to be inaccurate, not current or incomplete.

- (e) To keep information secure and confidential, We use SSL Certificates to establish an encrypted link between a server and a User. Users will be requested by Us to change their passwords at regular intervals. Further information on the storage and security of personal information can be found in our Privacy Policy and Website Terms of Use.
- (f) It is the User's responsibility to keep its Account details, username and password confidential. The User is liable for all activity on its Account. The User agrees that it will not disclose its password to any third party and that it will take sole responsibility for any activities or actions under its Account, whether or not it has authorised such activities or actions.
- (g) The User will immediately notify Us of any unauthorised use of its Account.
- (h) At our absolute discretion, We may refuse to allow any person to register or create an Account.

#### 4. Users

- (b) Businesses who have created a Business Account are permitted to create profiles. The profile for its use of the App may be created from the personal information it provides to Us.
- (c) Each Business acknowledges and agrees that it is responsible for its own profile.
- (d) Each User acknowledges and agrees that any communications entered into with another User is at his or her own risk. We cannot guarantee that other Users have genuine intentions.
- (e) Each User should report to Us, any activities or requests of Users which are, or which the User reasonably believes to be:
  - i. suspicious;
  - ii. inconsistent;
  - iii. illegal; or
  - iv. likely to have a negative effect on Our reputation, the Site, the App, Services and/or a User.
- (f) Each Business represents and warrants that any content that it provides and Offer that it uploads to the App:
  - i. will not breach any agreements it has entered into with any third parties;
  - ii. will be in compliance with all applicable laws, tax requirements, rules and regulations and licencing and insurance requirements that may apply to any Business in its local area and country; and
  - iii. will not conflict with the rights of third parties.
- (g) For the avoidance of doubt, we assume no responsibility for a User's compliance with any applicable laws, rules and regulations.
- (h) We reserve the right, at any time and without prior notice, to suspend, remove or disable access to any Account and/or Offer for any reason, including Accounts and/or Offers that We, at our sole discretion, consider to be objectionable for any reason, in violation of these Terms or otherwise harmful to the App or Services. Where we terminate an Account for breach of these Terms, the User will forfeit any referral credits accrued under clause 6 and no Account Service Fees will be refundable

**5. Fees and Payments**

- (a) Registering and creating an Account with the App is subject to the payment of a Service fee to Us (**Service Fee**).
- (b) The Service Fee for a Business is set out on the Site and App.
- (c) The Service Fee for a Customer is set out on the Site and App.
- (d) There is no charge for a Business with an Account to upload Offers or for Customers with an Account to receive and accept Offers.
- (e) We may from time to time change the Service Fees and the terms applying to their payment. Any change relating to the Service Fees is immediately effective upon us publishing such change on the Website and App and be applicable for Account renewals.
- (f) We may choose to temporarily modify the Service fees, or the terms applying to their payment, in our sole discretion. Notification of temporary modifications will also be sent to Businesses' accounts.
- (g) To the extent permitted by law, all fees and charges payable to Us are non-cancellable and non-refundable.
- (h) D'Appy Deals uses a third party service provider, currently PayPal, to provide payment services acting as a payment facilitator and an agent on behalf of US and You (**PayPal**).
- (i) As an Account holder, You hereby consent and authorise D'Appy Deals and PayPal to share any information and payments instructions You provide with one another and, to the extent required to complete your transaction, with any other third party service provider(s).
- (j) If a Business does not honour an Offer and it does not have a lawful excuse for such failure, then in addition to our rights under these Terms (including any D'Appy Deals Policy) We may suspend (temporarily or indefinitely) or terminate the defaulting Business Account.

**6. Referrals**

- (a) The App has a referral portal where Customers and Businesses can refer people (**Referrer**) who do not hold an Account to open a Customer or Business Account by inserting its ICN and the person's email address provided they have the recipient person's prior consent (**Referee**).
- (b) If the Referee creates a Customer or Business Account or then renews its Account, an amount equal to the percentage of the applicable Account opening or renewal fee as stated on the App or Site will be applied by Us as credit to the Referrer's Account. When a credit of at least \$50 has been accrued, such credit will be paid by Us to the Referrer's Account.
- (c) If a Customer Referrer's own Account subscription lapses, a six-month grace period will be granted to the Customer Referrer during which period all accrued referral credits will remain accrued provided the Customer Referrer renews its Account registration within six-months of the Customer Account subscription lapsing.
- (d) A Customer Referrer will forfeit any accrued credits if it does not renew its Customer Account within six-months of its Account subscription lapsing.
- (e) If a Business Referrer's own Account subscription lapses, a thirty-day grace period will be granted to the Business Referrer during which period all accrued referral credits will remain accrued provided the Business Referrer renews its Account registration within thirty days of the Business Account subscription lapsing.
- (f) A Business Referrer will forfeit any accrued credits if it does not renew its Business Account within thirty days of its Account subscription lapsing.

**7. Dispute Resolution**

- (g) By using our Site, App and Services, each User agrees that any legal remedy or liability that he or she may seek to obtain for actions or omissions of a Business, Customer, or other third party, will be limited to a claim against the Business, Customer or other third party, who caused harm to him or her. We encourage Users to communicate directly with the relevant Business, Customer or third party to resolve any disputes.
- (h) If there are any complaints from a User against Us, We will aim to respond and provide a suitable solution within 45 days. If a User is not satisfied with Our response, the User and We agree to the following dispute resolution procedure:
  - i. The complainant must tell Us in writing, the nature of the dispute, what outcome the complainant wants and what action the complainant thinks will settle the dispute. The User and Us agree to meet in good faith to seek to resolve the dispute by agreement (**Initial Meeting**).
  - ii. If a resolution cannot be agreed upon at the Initial Meeting, either the User or Us may refer the matter to a mediator. If the User and Us cannot agree on who the mediator should be, the complainant will ask the Law Society of Queensland to appoint a mediator. The mediator will decide the time and place for mediation. Each party to the dispute must attend the mediation in good faith, to seek to resolve the dispute.
- (i) Any attempts made by a party to resolve a dispute pursuant to this clause are without prejudice to other rights or entitlements of either party under these Terms, by law or in equity.

**8. Cancellation of Registration**

- (a) If a User wishes to cancel its Account, it will need to do so by writing an email to the address at the end of these Terms. Users can also deactivate their Account at any time by deleting the App.
- (b) No refunds will be made upon cancellation.

**9. Consumer Guarantees**

- (a) Certain legislation including the Australian Consumer Law (**ACL**) in the *Competition and Consumer Act 2010* (Cth), and similar consumer protection laws and regulations may confer the User with rights, warranties, guarantees and remedies relating to the provision of Services by Us to the User which cannot be excluded, restricted or modified (**Statutory Rights**).
- (b) Nothing in these Terms excludes a User's Statutory Rights as a consumer under the ACL. The User agrees that Our liability for Services provided to Users who are defined as consumers is governed solely by the ACL and these Terms.
- (c) We exclude all conditions and warranties implied by custom, law or statute except for the User's Statutory Rights. Except for the User's Statutory Rights, all material and work is provided to the User without warranties of any kind, either express or implied, and We expressly disclaim all warranties of any kind including but not limited to implied warranties of merchantability and fitness for a particular purpose.

**10. Refund Policy**

Any cancellation, exchange or refund of a Business product and/or Business service is strictly a matter between the Business and the Customer. The terms and conditions agreed to between the Business and Customer should be set out clearly in the Offer in respect of the Business product or Business service.

**11. Intellectual Property**

- (a) All logos, slogans, content, designs, diagrams, drawings, graphics, images, layouts, appearance, videos, ideas, methods, databases, codes, algorithms, software, fees, pricing, notes, documents, domain names, confidential information, copyright, rights in circuit layouts (or similar rights), registered or unregistered trade marks, trade names, patent, know-how, trade secrets and any other intellectual or industrial property whether such rights are capable of being registered or not, including but not limited to copyright which subsists in all creative and literary works displayed on the Site, the App and Services, the layout, appearance and look of the Site and App, together with any applications for registration and any rights to registration or renewal of such rights anywhere in the world, whether created before or after the date of these Terms and whether used or contained in the Site or App is owned, controlled or licensed to Us (or its affiliates and/or third party licensors as applicable) (collectively **Intellectual Property**).
  - (b) The User agrees that, as between the User and Us, We own or hold the relevant licence to all Intellectual Property rights in the Site, the App and Services, and that nothing in these Terms constitutes a transfer of any Intellectual Property. The Intellectual Property, Site, App and Services are protected by copyright, trademark, patent, trade secret, international treaties, laws and other proprietary or industrial rights whether such rights are capable of being registered or not, and also may have security components that protect digital information only as authorised by Us or the owner of the content.
  - (c) Some Intellectual Property used in connection with the Site, App and Services are the trademarks of their respective owners (collectively **Third Party Marks**).
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- (d) Our Intellectual Property and Third Party Marks may not be copied, imitated or used, in whole or in part, without the prior written permission of Us or the applicable trademark holder or Intellectual Property owner.
- (e) Users of the Site or App do not obtain any interest or licence in the Intellectual Property or Third Party Marks. Users may not do anything which interferes with or breaches the Intellectual Property rights.

**12. User Licence**

- (a) Subject to these Terms, We grant the User a personal, non-exclusive, non-transferable, non-sublicensable limited and revocable licence to use the Site, App and Services for its own personal and/or non-commercial use only on a computer or mobile device owned or controlled by the User as permitted in accordance with these Terms (**User Licence**), and not to use the Site, App and Services in any other way or for any other purpose, apart from local fair dealing legislation in accordance with the *Copyright Act 1968* (Cth). All other uses are prohibited without Our prior written consent.
- (b) The right to use the Site, App and Services is licensed to the User and not being sold to the User. A User has no rights in the Site, App and Services other than to use it in accordance with these Terms.
- (c) This Agreement and User Licence governs any updates to, or supplements or replacements for the Site, App and Services, unless separate Terms accompany such updates, supplements or replacements, in which case the separate Terms will apply.

**13. Permitted and Prohibited Conduct**

- (a) The User will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site, App and Services, or Intellectual Property.
- (b) The User is solely responsible for compliance with any and all laws, rules, regulations, including but not limited to tax obligations that may apply to its use of the Site, App and Services.
- (c) The User must not post, upload, publish, submit or transmit any content that:
  - i. infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy;
  - ii. is fraudulent, false, misleading or deceptive;
  - iii. denigrates Us, the Site, the App, Services, Businesses, or Customers;
  - iv. violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability;
  - v. is sexual in nature, defamatory, obscene, pornographic, vulgar, offensive, promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group;
  - vi. is violent or threatening or promotes violence or actions that are threatening to any other person;
  - vii. promotes illegal or harmful activities or substances; or
  - viii. promote, publicizes or advances political or religious opinions.
- (d) In connection with the User's use of the Site, App and Services, the User may not and agrees that it will not:
  - i. use the Site, App or Services for any commercial or other purposes that are not expressly permitted by these Terms;

- ii. register for more than one Account or register for an Account on behalf of another individual and/or entity;
- iii.
- iv. submit any false or misleading information;
- v. as a Business, offer any Business services or Business Products that it does not intend to honour or cannot provide;
- vi. as a Customer, make any offers to the Business that it does not intend to honour;
- vii. violate any local, state, provincial, national, or other law or regulation, or any order of a court, including, without limitation, zoning restrictions and tax regulations;
- viii. copy, store or otherwise access any information contained on the Site, App and Services or content for purposes not expressly permitted by these Terms;
- ix. infringe the rights of any person or entity, including without limitation, their intellectual property, privacy, publicity or contractual rights;
- x. use the Site, App or Services to transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information or credit, debit, calling card or account numbers;
- xi. use the Site, App or Services in connection with the distribution of unsolicited commercial email, i.e. spam or advertisements;
- xii. stalk or harass any other user of the Services or collect or store any personally identifiable information about any other user other than for purposes of transacting as a User on the Site or App;
- xiii. use, display, mirror or frame the Site or App, or any individual element within the Site or App, Services, Our name, any Our trademark, logo or other Intellectual Property, information, or the layout and design of any page or form contained on a page, without Our express written consent; or
- xiv. advocate, encourage, or assist any third party in doing any of the foregoing.

#### 14. User Content

- (a) Businesses are permitted to post, upload, publish, submit or transmit relevant information and content (**User Content**). By making available any User Content or any Intellectual Property on or through the Site, App and Services, the Business User grants to Us a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free licence to use the User Content and Intellectual Property, with the right to use, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, or otherwise exploit such User Content and Intellectual Property on, through, or by means of the Site, App and Services.
- (b) The User agrees that it is solely responsible for all User Content and Intellectual Property that it makes available through the Site, App and Services. The User represents and warrants that:
  - i. it is either the sole and exclusive owner of all User Content and Intellectual Property that it makes available through the Site, App and Services, or that it has all rights, licences, consents and releases that are necessary to grant to Us the rights in such User Content or Intellectual Property, as contemplated under these Terms; and
  - ii. neither the User Content nor the posting, uploading, publication, submission or transmittal of the User Content or Our use of the User Content (or any portion thereof) on, through or by means of the Site, App and the Services will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret,



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moral rights or other Intellectual Property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

- (c) We may at its sole discretion remove any User Content that is offensive or in breach of these Terms.
- (d) All User Content, personal or business information collected by D'Appy Deals will only be used by Us to the extent required to provide the Services. You consent to us posting User Content onto the D'Appy Deals Site, Facebook, LinkedIn and Instagram pages to promote the D'Appy Deals App. Where such User Content contains personal information, We will request your consent to posting Your personal information via email contact prior to posting. No User personal information or confidential Business information will be sold or given free to any other organisation or individual.

#### 15. Disclaimers

- (a) We do not guarantee that Business products and/or Business services will be requested by any Customers, nor do We guarantee that Customers will be able to find desirable Business products and/or Business services.
- (b) We do not endorse any Business, Customer, profile, Offer, Business services or Business products. We require Businesses and Customers to confirm that they have provided accurate information.
- (c) We cannot and do not control the content contained in any profiles or Offers or the condition, legality or suitability of any Business or Business services or Business products. Customers are responsible for determining the identity and suitability of Business that they contact and the Business services or Business products.
- (d) We accept no responsibility for and make no representations or warranties to the User or to any other person or entity as to the reliability, accuracy or completeness of the information contained on the Site or the App. To the extent permitted by law, We disclaim any and all liability related to any and all Businesses, Customers, profiles, Offers, Business services and Business products.
- (e) We will not be liable for any content that is, or could be, defamatory, obscene, pornographic, vulgar, offensive, or promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group.
- (f) For the avoidance of doubt, We are not responsible for any duties, fees, taxation, visa or immigration matters associated under these Terms. We advise that all Users using the Site, App and Services should seek advice in relation to these matters.
- (g) Each Business and Customer who uses the Site, App and the Services does so at their own risk.
- (h) We exclude all express and implied conditions and warranties, except for the User's Statutory Rights, to the fullest extent permitted by law, including but not limited to:
  - i. We do not warrant that the Site, the App, the Services, content on the Site or App (including pictures, videos, sound clips, resumes, links etc.), or the User's access to the Site, the App or the Services will be error free, that any defects will be corrected or that the Site, the App or the server which stores and transmits material to the User is free of viruses or any other harmful components;
  - ii. We take no responsibility for, and will not be liable for, the Site, the App, the Services, the Businesses, the Customers, Customer Services and Customer products being unavailable, of a particular standard of workmanship, failing to meet the Profile description, failing to meet the Offer description, failing to meet the User's needs, or being of less than merchantable quality; and

- iii. To the extent permitted by law, We will not be liable for any loss, damage, costs or expense whether direct, indirect, incidental, special, consequential and/or incidental, including lost profits, loss of data or loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services, or for any damages for personal, bodily injury, death or emotional distress, loss of revenue, production, opportunity, access to markets, goodwill, reputation, use or any indirect, remote, abnormal or unforeseeable loss, or any loss or damage relating to business interruption, loss of programs or other data on the User's information systems or costs of replacement goods, or otherwise, suffered by the User or claims made against the User, arising out of or in connection with the Site, the App, Services, content on the Site or App, inability to access or use the Site, the App, the Services, any Profile, any Offer, the Business services, the Business products or the Terms, even if We were expressly advised of the likelihood of such loss or damage.
- (i) The User agrees not to attempt to impose liability on, or seek any legal remedy from Us with respect to such actions or omissions.

**16. Limitation of Liability**

- (a) To the extent permitted by law, Our total liability arising out of or in connection with the Site, the App, the Services or the Terms, however arising, including under contract, tort, negligence, in equity, under statute or otherwise, is limited to Us re-supplying the Services to the User, or, at Our option, refunding to the User the amount it paid for the Services to which its claim relates. Our total liability to the User for all damages in connection with the Services will not exceed the Service Fees paid by the User under these Terms for the 12 months period prior to the act which gave rise to the liability, or, if no such payments have been made, five dollars (AUD\$5) for a Customer or one hundred dollars (AUD\$100) for a Business.
- (b) The limitations of damages set forth above are fundamental elements of the basis of the bargain between Us and the User.
- (c) This limitation of liability reflects the allocation of risk between the parties. The limitations specified in this section will survive and apply even if any limited remedy specified in these Terms is found to have failed of its essential purpose. The limitations of liability provided in these Terms inure to the benefit of Us.

**17. Indemnity**

- (a) Each User agrees to defend and indemnify and hold We (and Our parent, related bodies corporate, officers, directors, contractors, employees and agents) harmless from and against any claims, actions, suits, demands, damages, liabilities, costs or expenses (including legal costs and expenses on a full indemnity basis), including in tort, contract or negligence, arising out of or connected to the User's use of or access to the Services; any breach by the User of these Terms; any wilful, unlawful or negligent act or omission by the User; and any violation by the User of any applicable laws or the rights of any third party.
- (b) We reserve the right to assume the exclusive defence and control of any matter otherwise subject to indemnification by the User, in which event the User will cooperate in asserting any available defences.
- (c) This defence and indemnification obligation will survive these Terms and the User's use of the Site, App or Services.

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**18. General**

- (a) **Accuracy:** While We will endeavour to keep the information up to date and correct, We make no representations, warranties or guarantee, express or implied, about the completeness, accuracy, reliability, suitability or availability of any information, images, products, services, or related graphics contained on the Site or App for any particular purpose. The User hereby acknowledges that such information and materials may contain mistakes, inaccuracies or errors and We expressly exclude any liability for such to the fullest extent permissible by law.
- (b) **Security:** We have a secured business system with an 'A Grade' SSL connection to protect all User transactions and to ensure maximum security.
- (c) **Termination:** We reserve the right to refuse supply of the Services required by any User, terminate any User's Account, terminate its contract with any User, and remove or edit content on the Site or App, if the User commits a non-remediable breach or a remediable breach that is not remedied within 5 days, in its sole discretion. If We decide to terminate a User's Account, with or without notice to the User, the User's Account will be deactivated, its password will be disabled and it will not be able to access the Site, App, Services, its Account or its User Content.
- (d) **Fraudulent Activities:** Each User acknowledges and agrees that, in the event Us reasonably suspects that there are fraudulent activities occurring within the Site, App and Services, We reserve the right to immediately terminate any Accounts involved in such activities, contact the relevant authorities and provide all necessary information to assist in proceedings and investigations.
- (e) **Force Majeure:** We will not be liable for any delay or failure to perform its obligations under the Terms if such delay is due to any circumstance beyond its reasonable control.
- (f) **Notice:** Any notice in connection with the Terms will be deemed to have been duly given when made in writing and delivered or sent by email or post to the party to whom such notice is intended to be given or to such other address or email address as may from time to time be notified in writing to the other party.
- (g) **Waiver:** Any failure by a party to insist upon strict performance by the other of any provision in the Terms will not be taken to be a waiver of any existing or future rights in relation to the provision. No waiver by Us of any of the Terms shall be effective unless We expressly state that it is a waiver and We communicates it to the User in writing.
- (h) **Assignment:** A User must not assign any rights and obligations under the Terms whether in whole or in part without Our prior written consent. These Terms, and any rights and licences granted hereunder, may be assigned by Us without restriction.
- (i) **Severability:** If any of the Terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.
- (j) **Jurisdiction and Applicable Law:** These Terms, use of this Site, the App, the Services and any dispute arising out of any User's use of the Site, App or Services is subject to the laws of Queensland, Australia, and subject to the exclusive jurisdiction of the courts of Queensland. The Site and App may be accessed throughout Australia and overseas. We make no representation that the content of the Site and App complies with the laws (including intellectual property laws) of any country outside Australia. If a User accesses the Site or App from outside Australia, it does so at its own risk and are responsible for complying with the laws in the place where he/she accesses the Site or App.

- (k) **Entire Agreement:** These Terms and any document expressly referred to in them represent the entire agreement between Us and each User, and supersede any prior agreement, understanding or arrangement between Us and each User, whether oral or in writing.

**For questions and notices, please contact:**

**ABN 73615150911 Pty Ltd**

P.O. Box 487

Carina, 4152

Australia

dappydeals.com

**Last update:** September 2017