

Gift-it: TERMS OF USE:

By signing up for and/or downloading Gift-it the User agrees to the terms of such license agreement. If you do not agree to such terms, you should not use the software.

1. Acceptance of Agreement.

You (the "User") agree to the terms and conditions outlined in this Terms of Use Agreement ("Agreement") with respect to our product ("Gift-it"). This Agreement constitutes the entire and only agreement between us and you, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to Gift-it, the content, products or services provided by or through Gift-it, and the subject matter of this Agreement. This Agreement may be amended at any time by us from time to time without specific notice to you. The latest Agreement will be available on Gift-it.com.au, and use of Gift-it constitutes acceptance of these terms of use.

2. Intellectual Property; Limited License to Users.

The Materials and Services in Gift-it, as well as their selection and arrangement, are protected by copyright, trademark, patent, and/or other intellectual property laws, and any unauthorised use of the Materials or Services on Gift-it may violate such laws and the Terms of Use. Except as expressly provided herein, DEVELOP-IT GLOBAL Pty Ltd. and its suppliers do not grant any express or implied rights to use the Materials and Services. The User agrees not to copy, republish, frame, download, transmit, modify, rent, lease, loan, sell, assign, distribute, license, sublicense, reverse engineer, or create derivative works based on Gift-it, its Materials or its Services or their selection and arrangement, except as expressly authorised herein. In addition, the User agrees not to use any data mining, robots, or similar data gathering and extraction methods in connection with Gift-it.

3. Copyright.

The content, organisation, graphics, design, audio, animation, video, compilation, magnetic translation, digital conversion and other matters related to Gift-it are protected under applicable copyrights, trademarks and other proprietary (including but not limited to intellectual property) rights. The copying, redistribution, use or publication by the User of any such matters or any part of Gift-it, except as allowed by Section 4, is strictly prohibited. The User does not acquire ownership rights to any content, document or other materials viewed through Gift-it. The posting of information or materials on Gift-it does not constitute a waiver of any right in such information and materials.

4. Trademarks.

The trademarks, logos, and service marks ("Marks") displayed on Gift-it are the property of DEVELOP-IT GLOBAL Pty Ltd. or other third parties. The User is not permitted to use the Marks without the prior written consent of DEVELOP-IT GLOBAL Pty Ltd. All other trademarks and registered trademarks are the property of their respective owners.

5. Use of Software.

The software and accompanying documentation that is made available to download and/or view from Gift-it is the copyrighted and/or patented work of DEVELOP-IT GLOBAL Pty Ltd. and/or its suppliers. Use of the software is governed by the terms of the license agreement that accompanies or is included with such software. Such terms are available for review and are incorporated herein by this reference. The User agrees that you will not decompile, reverse engineer, or otherwise attempt to discover the source code of the software available on Gift-it.

6. Limited Right to Use.

The viewing, printing or downloading of any content, graphic, form or document from Gift-it grants the User only a limited, nonexclusive license for use solely by the User for your own personal use and not for republication, distribution, assignment, sublicense, sale, preparation of derivative works or other use. No part of any content, form or document may be reproduced in any form or incorporated into any information retrieval system, electronic or mechanical, other than for your personal use (but not for resale or redistribution). DEVELOP-IT GLOBAL Pty Ltd. reserves the right to revoke the authorisation to view, download, and print the Gift-it Content and User Content available on Gift-it at any time, and any such use shall be discontinued immediately upon notice from DEVELOP-IT GLOBAL Pty Ltd. The rights granted to the User constitute a license and not a transfer of title.

7. Editing, Deleting and Modification.

DEVELOP-IT GLOBAL Pty Ltd. reserve the right in our sole discretion to edit or delete any documents, information or other content appearing on Gift-it.

8. Indemnification.

The User agrees at all times promptly to indemnify, defend and hold DEVELOP-IT GLOBAL Pty Ltd. and our partners, attorneys, staff and affiliates (collectively, "Affiliated Parties") harmless from and against any liability, loss, claim, damages, costs and expense, including any GST payable and all attorney's fees, related to the User's violation of this Agreement or use of Gift-it arising out of:

- a) any breach by the User of any warranty or term set of in this Agreement;

- b) the loss of any software or data stored on the “Device” or any equipment through which Gift-it is used or accessed;
- c) any act or omission by the User or any of the Users respective employees, agents, directors or officers;
- d) use by the User or any of the Users respective employees, agents, directors or officers, of the software Gift-it.

9. Limitation of Liability.

DEVELOP-IT GLOBAL Pty Ltd. will, in no circumstances, be liable to the User or any User for any indirect, incidental, consequential, special or punitive damage (including, without limitation, loss of business, revenue, profits, litigation, use, data or other economic advantage or the like) howsoever arising, even if advised of the possibility of such damage. The information from or through Gift-it is provided “as-is,” “as available,” and all warranties, express or implied, are disclaimed including but not limited to:

- a) the disclaimer of any implied warranties of merchantability and fitness for a particular purpose;
- b) as to the condition, quality or performance of Gift-it;
- c) in relation to the use of Gift-it by the User or any User;
- d) that Gift-it will run properly:-
 - a. with any equipment, hardware or software of the User or any User; or
 - b. within all network and operating system environments used by the User or any User;
- e) that the operation or use of Gift-it will be uninterrupted or error free or all errors or defects in Gift-it will be rectified;
- f) in relation to any use or interpretation by the User, any User or any third party, of any information received from Gift-it, including the Documentation;
- g) will have no liability for any cost, claim, expense or damage, in relation thereto; PROVIDED ALWAYS that DEVELOP-IT GLOBAL Pty Ltd. will use its reasonable endeavors (considered in the context of technical or resource limitations and other reasonable commercial restrictions which DEVELOP-IT GLOBAL Pty Ltd. considers materially affect its ability to remedy errors) to remedy any errors in accordance with this Agreement.
- h) all responsibility or liability for any damages caused by viruses contained within the electronic file containing the form or document is disclaimed. DEVELOP-IT GLOBAL Pty Ltd. will not be liable to the User for any incidental, special or consequential damages of any kind that may result from use of or inability to use Gift-it. Our maximum liability to you under all circumstances will be equal to the value on your Gift-it Balance.
- i) where legislation implies in this Agreement any condition or warranty, and that legislation avoids or prohibits provisions in a contract excluding or

modifying the application of or exercise of or liability under such condition or warranty, the condition or warranty will be deemed to be included in this Agreement.

10. Nontransferable.

Your right to use Gift-it is not transferable. Any password or right given to you to obtain information or documents is not transferable.

11. Use of Information.

We reserve the right, and the User authorise us, to the use and assignment of all information regarding Product uses by you and all information provided by you in any manner consistent with our Privacy Policy.

12. Third-Party Services.

We may allow access to or advertise third-party merchant sites (“Merchants”) from which the User may purchase certain goods or services. You understand that we do not operate or control the products or services offered by Merchants. Merchants are responsible for all aspects of order processing, fulfilment, billing and customer service. We are not a party to the transactions entered into between you and Merchants. You agree that use of such Merchants is AT YOUR SOLE RISK AND IS WITHOUT WARRANTIES OF ANY KIND BY US, EXPRESSED, IMPLIED OR OTHERWISE INCLUDING WARRANTIES OF TITLE, FITNESS FOR PURPOSE, MERCHANTABILITY OR NON-INFRINGEMENT. UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY DAMAGES ARISING FROM THE TRANSACTIONS BETWEEN YOU AND MERCHANTS OR FOR ANY INFORMATION APPEARING ON MERCHANT SITES OR ANY OTHER SITE LINKED TO Gift-it.

13. Third-Party Merchant Policies.

All rules, policies (including privacy policies) and operating procedures of Merchants will apply to the User while on such sites. DEVELOP-IT GLOBAL Pty Ltd. are not responsible for information provided by you to Merchants. We and the Merchants are independent contractors and neither party has authority to make any representations or commitments on behalf of the other.

14. Privacy Policy.

Our Privacy Policy, as it may change from time to time, can be found on www.gift-it.com.au.

15. Payments.

The User represents and warrant that if you are purchasing something from us or from Merchants that (i) any credit information you supply is true and complete, (ii) charges incurred by you will be honoured by your credit card company, and (iii) you will pay the charges incurred by you at the posted prices, including any applicable taxes.

16. Links to other Web Sites.

Gift-it may contain links to other Web sites. DEVELOP-IT GLOBAL Pty Ltd. are not responsible for the content, accuracy or opinions expressed in such Web sites, and such Web sites are not investigated, monitored or checked for accuracy or completeness by us. Inclusion of any linked Web site on Gift-it does not imply approval or endorsement of the linked Web site by us. If you decide to leave Gift-it and access these third-party sites, you do so at your own risk.

17. Information and Press Releases.

Gift-it contains information and press releases about us. While this information was believed to be accurate as of the date prepared, we disclaim any duty or obligation to update this information or any press releases. Information about companies other than ours contained in the press release or otherwise, should not be relied upon as being provided or endorsed by us.

18. Miscellaneous.

This Agreement shall be treated as though it were executed and performed in Brisbane Queensland, Australia and shall be governed by and construed in accordance with the laws of Queensland, Australia (without regard to conflict of law principles). Any cause of action by the User with respect to Gift-it (and/or any information, products or services related thereto) must be instituted within one (1) year after the cause of action arose or be forever waived and barred. All actions shall be subject to the limitations set forth in Section 7 and Section 10. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against either party. All legal proceedings arising out of or in connection with this Agreement shall be brought solely in Brisbane Queensland, Australia. You expressly submit to the exclusive jurisdiction of said courts and consents to extra-territorial service of process. Should any part of this Agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect. To the extent that anything in or associated with Gift-it is in conflict or inconsistent with this Agreement, this Agreement shall take precedence. Our failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision.

19. Fees.

Gift-it has no subscription fees upon sign up. Gift-it reserves the right to charge a nominal fee for processing Gift-it Vouchers and use of the platform. This fee is charged each time a gift-it voucher is sold. This fee is dependent on the country of origin and will be disclosed in your registration email. Gift-it also reserves the right to charge additional fees for services, these services will be available through the platform and the pricing structure will be displayed. The merchant can elect to on-charge to the customer the processing fee at their own discretion.

The following are the terms and conditions applicable to your [gift-it.com.au](https://www.gift-it.com.au) Balance and [gift-it.com.au](https://www.gift-it.com.au) Gift Cards/Vouchers.

Last Updated: February 18, 2018

1. Gift Cards/Vouchers; Gift-it.com.au Balance.

Gift-it.com.au Gift Cards/Vouchers are issued by DEVELOP-IT GLOBAL a Proprietary Limited Company. For the purposes of this document 'Gift-it.com.au', and 'DEVELOP-IT GLOBAL' will be referred to as "Gift-it". Your Gift-it Balance displays the total remaining balance of all Gift Cards that have been applied to your Gift-it account but not yet applied to a purchase at selected retailers. We may refer to your Gift-it Balance as your "Gift-It Balance" or "Gift Card balance". We may refer to Gift Cards/Vouchers as your "Gift Card(s)" or "Gift Voucher(s)". To view your Gift-it Balance, visit [Your Account](#) on Gift-it.com.au. Purchases are deducted from your Gift-it Balance. Any unused Gift-it Balance will remain associated with your Gift-it account. If a purchase exceeds your Gift-it Balance, the remaining amount must be paid with another payment method.

Gift Cards may only be redeemed toward the purchase of eligible goods and services provided by Develop-it Global Pty Ltd. Services, and its affiliates detailed from time to time on www.Gift-it.com.au. Eligible goods and services are subject to change in our or our affiliates sole discretion. Redemption of Gift Cards at any affiliate is subject to change in our sole discretion.

2. Limitations.

Your Gift-it Balance cannot be used to purchase other Gift Cards, prepaid open loop cards, or certain third-party gift cards. Gift Cards cannot be reloaded; resold; used for payment outside of www.Gift-It.com.au or its affiliates; used for unauthorised advertising, marketing, sweepstakes or other promotional purposes; redeemed for more than face value; transferred for value; redeemed for cash; or returned for a cash refund (except to the extent required by law):.

3. Risk of Loss.

The risk of loss and title for Gift Cards pass to the purchaser upon our electronic transmission of the Gift Card to the purchaser or designated recipient, or our delivery to the carrier, whichever is applicable. Gift Cards must be obtained from Gift-It or an authorised third party, and you are responsible for safeguarding your Gift-it Balance or Gift Card from unauthorised use. We are not responsible if any Gift Card is lost, stolen, or destroyed, or if your Gift-it Balance or any Gift Card is used without your permission. There are a variety of Gift Card scams that request payment by Gift Card. Gift-It is not responsible

for, and assumes no liability to you for, any unlawful conduct or fraud by any third party associated with any Gift Card.

4. Use of Gift-it Balance or any Gift Card in Violation of these Terms and Conditions.

By using a Gift Card, you agree to comply with these terms and conditions, and not to use a Gift Card in any manner that is misleading, deceptive, unfair, or otherwise harmful to Gift-it, its affiliates, or its customers. We reserve the right, without notice to you, to void Gift Cards (including as a component of your Gift-it Balance without a refund), suspend or terminate customer accounts, suspend or terminate the ability to use our services, cancel or limit orders, and bill alternative forms of payment if we suspect that a Gift Card is obtained, used, or applied to an Gift-it account (or your Gift-it Balance is applied to a purchase) fraudulently, unlawfully, or otherwise in violation of these terms and conditions.

5. Limitation of Liability.

TO THE FULL EXTENT PERMISSIBLE BY LAW, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO GIFT CARDS OR YOUR GIFT-IT BALANCE , INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE FULL EXTENT PERMISSIBLE BY LAW, IN THE EVENT A GIFT CARD IS NON-FUNCTIONAL, YOUR SOLE REMEDY, AND OUR SOLE LIABILITY, WILL BE THE REPLACEMENT OF THAT GIFT CARD.

6. Disputes.

Any dispute or claim relating in any way to Gift Cards or your Gift-It Balance will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. This Agreement shall be treated as though it were executed and performed in Brisbane Queensland, Australia and shall be governed by and construed in accordance with the laws of Queensland, Australia (without regard to conflict of law principles).

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered offices: 2/89 Lytton Road, East Brisbane, Queensland 4169. The arbitration will be conducted by [Australian Disputes Centre](#) under its rules. Payment of all filing, administration and arbitrator fees will be governed by Australian Disputes Centre rules. We will reimburse those fees for claims totalling less than AUD \$1,000 unless the arbitrator determines the claims are frivolous. Likewise, we will not seek solicitor fees and costs in arbitration unless the Australian Disputes Centre determines the claims are frivolous. You may choose to have the arbitration conducted by

telephone, based on written submissions, or in person at a mutually agreed location.

All legal proceedings arising out of or in connection with this Agreement shall be brought solely in Brisbane Queensland, Australia.

We and you agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration we each waive any right to a jury trial. We and you also agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

7. General Terms.

When you purchase, receive, or apply a Gift Card to your account, or your Gift-it Balance to a purchase, you agree that the laws of the State of Queensland, Australia without regard to principles of conflict of laws, will govern these terms and conditions and any dispute that may arise between you and Gift-It, and its affiliates related to your use of a Gift Card or your Gift-it Balance. We reserve the right to change these terms and conditions without notice, from time to time at our sole discretion. All terms and conditions are applicable to the extent permitted by law. If any of these terms and conditions are deemed invalid, void, or for any reason unenforceable, that unenforceable term will be deemed severable and will not affect the validity and enforceability of any remaining terms and conditions.

8. Gift-it Balance Expiration.

The portion of your Gift-it Balance made up of Gift Cards issued after February 18, 2018 does not expire and may be applied to your Gift-it account and applied to eligible purchases despite any stated expiration date