



## Terms and Conditions – Endorsers and Merchants

Gooie is a social endorsement platform which incentivises product recommendations within the community.

### Our Disclosures

Our complete terms and conditions are contained below, but some important points for you to know before you become a customer are set out below:

- our liability under these Terms is limited to, in the case of Merchants, the Merchant Licence Fee paid by the relevant Merchant to us in the 12 months immediately preceding the act, event or omission giving rise to the Liability, and in the case of Endorsers, the Referral Commission paid by the Merchant to the Endorser in the 12 months immediately preceding the act, event or omission giving rise to the Liability;
- for an Endorser, we will have no liability for any Liability arising from or in connection with any Referral Commission amounts that we have received from the Merchant (as agent) and are unable to pay to you due to your non-compliance with these Terms;
- we will have no liability in respect of any of the interactions between Merchants, Endorsers and Purchasers including the goods offered by the Merchant, the description of the goods offered, any advice provided, the delivery of goods and any event outside of our reasonable control;
- we will have no liability for any Liability arising from a breach of or noncompliance with applicable advertising laws and guidelines as a result of a recommendation made by an Endorser or any descriptions made by the Merchant;
- we will have no liability for any Liability arising from a Merchant's breach of or noncompliance with their privacy obligations to their customers;
- if you cancel your Account, you will no longer be able to use the Platform on and from the date of cancellation;
- if you, the Endorser cancels your account, you agree to pay us the Forfeit Fee 12 months from the date of cancellation;
- we will handle your personal information in accordance with our privacy policy, available at <https://goo.ie/landing/privacy>; and
- we will receive a Merchant Licence Fee from each Merchant for use of the Platform.

Nothing in these terms limit your rights under the Australian Consumer Law.

### 1 Introduction

- 1.1 These terms and conditions (**Terms**) are entered into between Seedit Pty Ltd ABN 50 657 909 638 (**we, us or our**) and the person or entity registered with us as either an Endorser or a Merchant (as applicable in these Terms, defined as **you**), together the **Parties** and each a **Party**.
- 1.2 We provide a digital marketplace where businesses that provide goods (**Merchants**), individuals or entities that want to recommend goods (**Endorser**) and individuals or entities that want to purchase goods (**Purchaser**) can connect (**Platform**).
- 1.3 If you are using the Platform on behalf of your employer or a business entity, you, in your individual capacity, represent and warrant that you are authorised to act on behalf of your employer or the business entity and to bind the entity and the entity's personnel to these Terms.

### 2 Acceptance and Platform Licence

- 2.1 You accept these Terms by accepting these Terms on the Platform.
- 2.2 You must be at least 18 years old to use the Platform. You agree that if you are under 18 years of age you are using the Platform with the consent of your parent or guardian.
- 2.3 We may amend these Terms at any time, by providing written notice to you. By clicking "I accept" or continuing to use the Platform after the notice or 30 days after notification (whichever date is earlier), you agree to the amended Terms. If you do not agree to the amendment and it adversely affects your rights, you may cancel your Account with effect from the date of the change in these Terms by providing written notice to us. If you cancel your Account, you will no longer be able to use the Platform on and from the date of cancellation.
- 2.4 If you access or download our mobile application from the Shopify app, you agree to the Shopify Terms and Conditions.

- 2.5 Subject to your compliance with these Terms, we grant you a personal, non-exclusive, royalty-free, revocable, worldwide, non-transferable licence to use our Platform in accordance with these Terms. All other uses are prohibited without our prior written consent.
- 2.6 When using the Platform, you must not do or attempt to do anything that is unlawful or inappropriate, including:
- (a) anything that would constitute a breach of an individual's privacy (including uploading private or personal information without an individual's consent) or any other legal rights;
  - (b) using the Platform to defame, harass, threaten, menace or offend any person;
  - (c) using the Platform for unlawful purposes;
  - (d) interfering with any user of the Platform;
  - (e) tampering with or modifying the Platform (including by transmitting viruses and using trojan horses);
  - (f) using the Platform to send unsolicited electronic messages;
  - (g) using data mining, robots, screen scraping or similar data gathering and extraction tools on the Platform; or
  - (h) facilitating or assisting a third party to do any of the above acts.

### 3 Accounts

#### Merchants

- 3.1 You must register on the Platform, and create an account (**Merchant Account**) to access the Platform's features.
- 3.2 You must provide basic information when registering for a Merchant Account including your business name, first name, last name, email address, username and password.
- 3.3 You may also create an account for your employees (**Employee Account**) and link it to the Merchant Account.
- 3.4 Once you have created a Merchant Account, we will be in touch with you to organise a testing time to ensure the Merchant Account is operating smoothly. We may request additional information, including information about your business. If you do not provide us with information we reasonably request, we may refuse to create a Merchant Account for you. If you provide us with any information which indicates you are not a fit and proper person to be provided with an Account, we may refuse to provide you with a Merchant Account, in our sole discretion.
- 3.5 You are responsible for any activity on an Employee Account.
- 3.6 By creating a Merchant Account, the Merchant confirms that it is legally entitled to and capable of supplying the goods described in the Merchant Listing and will honour any Merchant Discounts it offers to Purchasers.

#### Endorsers

- 3.7 You must register on the Platform, hosted on our Site, and create an account (**Endorser Account**) to access the Platform's features.
- 3.8 We may create a ghost account (**Ghost Account**) for you if you have been sent a marketing link from a Merchant. This Ghost Account will become an Endorser Account once you activate it on the Platform in accordance with these Terms.
- 3.9 You must provide basic information when registering for an Endorser Account including your first name, last name, email address, username and password.

#### Merchants and Endorsers

- 3.10 Once you have registered either a Merchant Account or an Endorser Account (either one is an **Account**), your Account information will be used to create a profile which you may then curate.
- 3.11 All personal information you provide to us will be treated in accordance with our Privacy Policy.
- 3.12 You agree to provide and maintain up to date information in your Account and to not share your Account password with any other person. Your Account is personal and you must not transfer it to others.
- 3.13 You are responsible for keeping your Account details and your username and password confidential and you will be liable for all activity on your Account. You agree to immediately notify us of any unauthorised use of your Account.
- 3.14 We may make access to and use of certain parts of the Platform subject to conditions or requirements, including identity verification, cancellation history, quality of services and threshold of reviews.

### 4 Platform summary

- 4.1 The Platform is a digital marketplace that connects Merchants, Endorsers and Purchasers where Merchants can list their goods, Endorsers can recommend the goods listed by Merchants and Purchasers can purchase the goods directly from the Merchants. The Platform also facilitates any payments made by the Purchaser to the Merchants (via the Shopify app) and any payments from the Merchant to the Endorser (via us under an agent arrangement). The Platform can also carry out marketing and transaction services for the Merchants (the features of the Platform are the **Gooie Services**).
- 4.2 We will licence the use of the Platform to you (including hosting and maintaining the Platform) which will include the Gooie Services (the **Licence**).
- 4.3 You understand and agree that we only make available the Gooie Services by way of the Licence. We are not party to any agreement entered into between the Merchant and Purchaser and we have no control over the conduct of the Merchants, Endorsers, Purchasers or any other users of the Platform.
- 4.4 Once a Merchant Account has been created in accordance with clause 3.1, the Platform will extract all published and active products from the Merchant's Shopify store and display these on the Platform to Endorsers (**Merchant Listing**).

- 4.5 An Endorser wanting to recommend goods can create an Endorser Account on the Platform to view and browse Merchant Listings.
- 4.6 An Endorser may recommend a particular Merchant Listing and can generate a customised link (**Endorsement Link**) via the Platform to send to a Purchaser.
- 4.7 A Merchant may, in its sole discretion, provide a discount to a Purchaser using an Endorsement Link (**Merchant Discount**).
- 4.8 A Purchaser can use the Endorsement Link or the Merchant Discount to be sent directly to the Merchant's website. If a Purchaser makes a purchase on the Merchant's website using the Endorsement Link or the Merchant Discount, the purchase becomes a **Confirmed Purchase**.

## 5 Communication

- 5.1 We may contact you via the Platform using in-Account notifications, or via off-Platform communication channels, such as text message or email.

## 6 Privacy - Merchants

- 6.1 You represent and warrant that you have all the appropriate consents, policies, and agreements in place with your customers for us to:
- (a) create a Ghost Account for them in accordance with clause 3.8; and
  - (b) send them email marketing on your behalf
- and you hereby waive and release us from any and all Liability arising from or in connection with your breach of this 6.1.
- 6.2 You agree to provide us with any updates or changes your customers have made to their marketing preferences which may affect us.
- 6.3 You agree to provide us with any reasonable assistance we may require to comply with our privacy obligations.

## 7 Memberships - Endorsers

- 7.1 When you create an Endorser Account, you will automatically be given an entry level membership (**Membership**). Your Membership rewards tier (**Membership Tier**) will change each month from the date you create an Endorser Account depending on how many Confirmed Purchases are made using your Endorsement Links.
- 7.2 Each Membership Tier will have different reward amounts as detailed on the Site from time to time.
- 7.3 We may change what is available as part of your Membership (for example, the inclusions, reward percentage) from time to time. If you do not agree with the changes to your Membership, you may cancel your Membership by cancelling your Endorser Account.
- 7.4 If you cancel your Membership, you will no longer be able to use the Platform on and from the date of cancellation.

## 8 Payments

### Merchants

- 8.1 If a Confirmed Purchase happens, you, the Merchant, agree to pay (and your chosen payment method will be automatically charged through Shopify) the advertised commission fee to the relevant Endorser of the Confirmed Purchase (being the **Referral Commission**) at the time the Confirmed Purchase is made.
- 8.2 The Referral Commission will be received by us as agents for the Endorser and the relevant Referral Commission will display on the Gooie wallet of the relevant Endorser (**Gooie Wallet**).
- 8.3 You acknowledge and agree that any Merchant Discount offered to Purchasers using an Endorsement Link is between you and the Purchaser and:
- (a) we are not liable for any misuse of the Merchant Discount by the Endorser or the Purchaser; and
  - (b) we have no authority to waive or reduce the Referral Commission (as agent for the Endorser) or any other amounts payable by you to us (as agents for the Endorser) in respect of the Referral Commission under these Terms.
- 8.4 You, being the Merchant, will pay us a licence fee for the Licence (**Merchant Licence Fee**). The Merchant Licence Fee is negotiated per Merchant as a function of the total referred sales and will be inclusive of GST.
- 8.5 The Merchant Licence Fee will be paid to us by way of the Shopify app.
- 8.6 We will issue you with a tax invoice for the Merchant Licence Fee on a monthly basis.
- 8.7 You must not pay, or attempt to pay, the Referral Commission by fraudulent or unlawful means. If you make a payment by debit card or credit card, you warrant that you are authorised to use the debit card or credit card to make the payment.
- 8.8 You agree that we may set-off or deduct from any monies payable to you under these Terms, any amounts which are payable by you to us in connection with the Platform.

### Endorsers

- 8.9 Subject to clause 8.10, as an Endorser, you will be entitled to receive the Referral Commission from the relevant Merchant whenever a Confirmed Purchase is made using your Endorsement Link in accordance with these terms.
- 8.10 After the Merchant pays the Referral Commission to us as agents for you, we will hold the Referral Commission as agent in our bank account for you for the **Refund Period** after the Confirmed Purchase in the event the Confirmed Purchase is

refunded to the Purchaser. After the **Refund Period**, we will, on the Merchant's behalf, arrange transfer of the Referral Commission to your nominated bank account or PayPal account provided that:

- (a) the Referral Commission in your Gooie Wallet is equal to or more than \$10 USD; and
- (b) you have provided us with a valid bank account or PayPal details.

- 8.11 You acknowledge and agree that we cannot arrange transfer of the Referral Commission where the total amount reflected in your Gooie Wallet is under \$10 USD. You hereby waive and release us from any and all Liability arising from or in connection with any Referral Commission amounts that are not payable as a result of your inability to meet the requirements under clause 8.10.
- 8.12 If your Endorser Account is cancelled and we are unable to transfer the Referral Commission to you due to your non-compliance with clause 8.10, you agree to forfeit this amount. We will issue you with an invoice for the amounts in your Gooie Wallet 12 months after the date of your Account cancellation as a forfeit fee to cover our costs in holding the amounts (**Forfeit Fee**) and you agree to pay us the Forfeit Fee.

## 9 Refunds and Cancellation Policy

- 9.1 The cancellation, exchange, variation, or refund of any goods facilitated through the Platform is a matter between the relevant Endorser and Purchaser.
- 9.2 You, as the Endorser, acknowledge and agree that if the Merchant processes a refund to a Purchaser in respect of a Confirmed Purchase that relates to your Endorsement Link and to the relevant Referral Commission within the **Refund Period** from the date of the Confirmed Purchase, you authorise for the relevant Referral Commission to be returned to the Merchant.
- 9.3 The **Refund Period** is established on a per Merchant basis in line with their existing businesses' refund period.
- 9.4 We, as agents for the Endorser, will facilitate the transfer of the refunded Referral Commission when evidence has been provided through the Shopify app of the Confirmed Purchase refund.
- 9.5 For disputes between Endorser and Purchasers, we encourage Parties to attempt to resolve disputes (including claims for returns or refunds) with the other Party directly and in good faith through external communication methods. In the event that a dispute cannot be resolved through these means, the Parties may choose to resolve the dispute in any manner agreed between the Parties or otherwise in accordance with applicable laws.
- 9.6 This clause will survive the termination or expiry of these Terms.

## 10 Identify verification

- 10.1 If we choose to conduct identity verification or background checks on any Merchant or Endorser, to the extent permitted by law, we disclaim all warranties of any kind, either express or implied, that such checks will identify prior misconduct by a Merchant or Endorser or guarantee that a Merchant or Endorser will not engage in misconduct in the future. Any verification of Merchants on the Platform is not an endorsement or recommendation that the Merchant is trustworthy or suitable.
- 10.2 As a Merchant, we may offer you the option of verifying your identity and/or validating your Merchant Account using a third party verification service (**Third Party ID Service**).
- 10.3 Where you have elected to verify your identity under this clause, you acknowledge and agree that (1) we may contact, connect to or otherwise liaise with Third Party ID Services to validate your identity and information (**Identity Check**); and (2) Third Party ID Services may provide us with your personal information or sensitive information, and you consent to us receiving and using this information to enable us to perform an Identity Check.
- 10.4 You acknowledge and agree that (1) the Identity Check may not be fully accurate, as it is dependent on the information provided by the relevant individual or business and/or information or checks performed by third parties; and (2) you should not rely on the Identity Checks and you should make your own inquiries as to the accuracy, legitimacy, validity, credibility or authenticity of any users of the Platform.

## 11 Recommendations - Endorsers

- 11.1 Endorsers will use the Platform to provide recommendations of Merchants or Merchant Listings (**Recommendation**).
- 11.2 You agree to provide true, fair and accurate information in a Recommendation. If we (on behalf of the Merchants) consider that the Recommendation is untrue, unfair, inaccurate, offensive or inappropriate, we may delete the Recommendation and ban you from the Platform. We do not undertake to review each Recommendation. To the maximum extent permitted by law, we are not responsible for the content of any Recommendation.
- 11.3 You may only make a Recommendation based on your own experience with the Merchant. You are not permitted to share a Recommendation based on somebody else's experience with the Merchant, such as that of a family member or friend.
- 11.4 You are encouraged to be specific and factual when making a Recommendation.
- 11.5 You must disclose to Purchasers that you will receive a financial benefit off any purchases made using your Endorsement Link.
- 11.6 If you are making a Recommendation for a therapeutic good, including any sports or beauty supplement, your Recommendation must be consistent with the instructions for use and intended purpose of that good. You must not refer

to a health benefit in your Recommendation unless that health benefit is typical of the goods when used in accordance with the instructions for use and its intended purpose.

- 11.7 As a Merchant, you are responsible for ensuring there are no legal or other restrictions on Endorsers making recommendations in respect of your products. To the maximum extent permitted by law, we will not be liable for, and you waive and release us from and against, any Liability arising from a breach of, or noncompliance with, applicable advertising laws and guidelines as result of a Recommendation made by an Endorser in respect of your products.
- 11.8 This clause will survive the termination or expiry of these Terms.

## 12 Intellectual Property

- 12.1 All intellectual property (including copyright) developed, adapted, modified or created by us or our personnel (including in connection with the Terms, any content on the Platform, and the products) (**Our Intellectual Property**) will at all times vest, or remain vested, in us.
- 12.2 We authorise you to use Our Intellectual Property solely for the purposes for which it was intended to be used.
- 12.3 You must not, without our prior written consent:
- (a) copy, in whole or in part, any of Our Intellectual Property;
  - (b) reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any of Our Intellectual Property to any third party; or
  - (c) breach any intellectual property rights connected with the Platform, including (without limitation) altering or modifying any of Our Intellectual Property; causing any of Our Intellectual Property to be framed or embedded in another website; or creating derivative works from any of Our Intellectual Property.
- 12.4 Nothing in the above clause restricts your ability to publish, post or repost Our Intellectual Property on your social media page or blog, provided that:
- (a) you do not assert that you are the owner of Our Intellectual Property;
  - (b) unless explicitly agreed by us in writing, you do not assert that you are endorsed or approved by us;
  - (c) you do not damage or take advantage of our reputation, including in a manner that is illegal, unfair, misleading or deceptive; and
  - (d) you comply with all other terms of these Terms.
- 12.5 This clause will survive the termination or expiry of these Terms.

## 13 Content you upload

- 13.1 You may be permitted to post, upload, publish, submit or transmit relevant information and content (**User Content**) on the Platform.
- 13.2 If you make any User Content available on or through the Platform, you grant to us a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free licence to use the User Content, with the right to use, view, copy, adapt, modify, distribute, license, transfer, communicate, publicly display, publicly perform, transmit, stream, broadcast, access, or otherwise exploit such User Content on, through or by means of the Platform and our social media platforms. You may request that any of your User Content is removed from the Platform or social media by sending us an email to the address at the end of these Terms. We will endeavour to action any removal requests within a reasonable time.
- 13.3 You agree that you are solely responsible for all User Content that you make available on or through the Platform, including on social media using a Tag. You represent and warrant that:
- (a) you are either the sole and exclusive owner of all User Content or you have all rights, licences, consents and releases that are necessary to grant to us the rights in such User Content (as contemplated by these Terms); and
  - (b) neither the User Content nor the posting, uploading, publication, submission or transmission of the User Content or our use of the User Content on, through or by means of our Platform (including on social media) will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.
- 13.4 We do not endorse or approve, and are not responsible for, any User Content. We may, at any time (at our sole discretion), remove any User Content.
- 13.5 This clause will survive the termination or expiry of these Terms.

## 14 Warranties

- 14.1 You represent, warrant and agree that:
- (a) you will not use our Platform, including Our Intellectual Property, in any way that competes with our business;
  - (b) there are no legal restrictions preventing you from entering into these Terms;
  - (c) all information and documentation that you provide to us in connection with these Terms is true, correct and complete;
  - (d) where you are a Merchant, you are:
    - a. responsible for complying with all laws, rules and regulations which apply to providing the goods in your Merchant Listings; and
    - b. appropriately qualified, and have any required skills, knowledge or training, to provide the goods.

## 15 Australian Consumer Law

- 15.1 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 you with rights, warranties, guarantees and remedies relating to the provision of the Platform by us to you which cannot be excluded, restricted or modified (**Consumer Law Rights**).
- 15.2 If the ACL applies to you as a consumer, nothing in these Terms excludes your Consumer Law Rights as a consumer under the ACL. You agree that our Liability for the Platform provided to an entity defined as a consumer under the ACL is governed solely by the ACL and these Terms.
- 15.3 Subject to your Consumer Law Rights, we exclude all express and implied warranties, and all material, work and services (including the Platform) are provided to you without warranties of any kind, either express or implied, whether in statute, at law or on any other basis.
- 15.4 As an Endorser, the goods provided by a Merchant may also confer on you certain rights under the ACL.
- 15.5 This clause will survive the termination or expiry of these Terms.

## **16 Limitations on liability**

- 16.1 To the maximum extent permitted by law, we will not be liable for, and you waive and release us from and against, any Liability caused or contributed to by, arising from or connected with:
- (a) the use or results of any Third Party ID Service or Identity Check; and
  - (b) any aspect of the Endorser and Merchant interaction including the goods offered by the Merchant, the description of the goods requested or offered, any advice provided, the supply and delivery of goods and the Recommendations by the Endorser.
- 16.2 Despite anything to the contrary, to the maximum extent permitted by law:
- (a) neither Party will be liable for Consequential Loss;
  - (b) each Party's liability for any Liability under these Terms will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the acts or omissions of the other Party or any of that Party's personnel, including any failure by that party to mitigate its losses; and
  - (c) our aggregate liability for any Liability arising from or in connection with these Terms will be, in the case of Merchants, limited to the Merchant Licence Fee paid by you to us in the 12 months immediately preceding the act, event or omission giving rise to the Liability, and in the case of Endorsers, the Referral Commission paid the Merchant to you in the 12 months immediately preceding the act, event or omission giving rise to the Liability.
- 16.3 This clause will survive the termination or expiry of these Terms.

## **17 Termination**

- 17.1 Your Account and these Terms may be terminated by you at any time, using the 'cancel Account' functionality (or similar) in the Account page section of your Account settings. Your cancellation will take effect immediately.
- 17.2 These Terms will terminate immediately upon written notice by a Party (**Non-Defaulting Party**) if:
- (a) the other Party (**Defaulting Party**) breaches a material term of these Terms and that breach has not been remedied within 10 Business Days of the Defaulting Party being notified of the breach by the Non-Defaulting Party; or
  - (b) the Defaulting Party is unable to pay its debts as they fall due.
- 17.3 Should we suspect that you are in breach of these Terms, we may suspend your Account while we investigate the suspected breach.
- 17.4 Upon expiry or termination of these Terms:
- (a) we will remove your access to the Platform and your account will be deleted;
  - (b) we will immediately cease providing the Gooie Services;
  - (c) where you are an Endorser, your Endorsement Links will no longer operate and you will therefore no longer receive any Referral Commission. If you have any existing amounts in your Gooie Wallet, we will arrange these amounts to be transferred to you in accordance with clause 8. If we are unable to transfer the amounts to you, you will pay us the Forfeit Fee in accordance with clause 8.12.
  - (d) where you are a Merchant, your Merchant Listings will no longer be active and you will therefore no longer receive any Confirmed Purchases through Endorsement Links; and
  - (e) where we terminate the Terms as a result of your unrectified default, you also agree to pay us our reasonable additional costs directly arising from such termination, including recovery fees.

17.5 Termination of these Terms will not affect any rights or liabilities that a Party has accrued under it.

17.6 This clause will survive the termination or expiry of these Terms.

## **18 General**

- 18.1 **Assignment:** Subject to the below clause, a Party must not assign or deal with the whole or any part of its rights or obligations under these Terms without the prior written consent of the other Party (such consent is not to be unreasonably withheld).



- 18.2 **Assignment of Debt:** You agree that we may assign or transfer any debt owed by you to us, arising under or in connection with these Terms, to a debt collector, debt collection agency, or other third party.
- 18.3 **Confidentiality:** Other than where the disclosure is permitted by law, each Party agrees not to disclose any confidential information it may access on or through the Platform to a third party, or otherwise misuse such confidential information. Confidential information may include confidential information supplied to you by us, by an Endorser, or by a Merchant.
- 18.4 **Disputes:** In relation to a dispute, controversy or claim arising from, or in connection with, these Terms (including any question regarding its existence, validity or termination) (**Dispute**) between an Endorser and us, or a Merchant and us, a Party may not commence court proceedings relating to a Dispute without first meeting with a senior representative of the other Party to seek (in good faith) to resolve the Dispute. If the Parties cannot agree how to resolve the Dispute at that initial meeting, either Party may refer the matter to a mediator. If the Parties cannot agree on who the mediator should be, either Party may ask the Law Society of New South Wales to appoint a mediator. The mediator will decide the time, place and rules for mediation. The Parties agree to attend the mediation in good faith, to seek to resolve the Dispute. The costs of the mediation will be shared equally between the Parties. Nothing in this clause will operate to prevent a Party from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction.
- 18.5 **Entire Terms:** Subject to your Consumer Law Rights, these Terms contains the entire understanding between the Parties and the Parties agree that no representation or statement has been made to, or relied upon by, either of the Parties, except as expressly stipulated in these Terms, and these Terms supersedes all previous discussions, communications, negotiations, understandings, representations, warranties, commitments and agreements, in respect of its subject matter.
- 18.6 **Force Majeure:** Neither Party will be liable for any delay or failure to perform their respective obligations under these Terms if such delay or failure is caused or contributed to by a Force Majeure Event, provided the Party seeking to rely on the benefit of this clause, as soon as reasonably practical, notifies the other party in writing about the Force Majeure Event and the extent to which it is unable to perform its obligations, and uses reasonable endeavours to minimise the duration and adverse consequences of the Force Majeure Event.
- 18.7 **Further assurance:** Each Party promptly do all things and execute all further instruments necessary to give full force and effect to these Terms and their obligations under it.
- 18.8 **Governing law:** These Terms are governed by the laws of New South Wales. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in New South Wales and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.
- 18.9 **Notices:** Any notice given under these Terms must be in writing addressed to us at the details set out below or to you at the details provided in your Account. Any notice may be sent by standard post or email, and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.
- 18.10 **Privacy:** We agree to comply with the legal requirements of the Australian Privacy Principles as set out in the *Privacy Act 1988 (Cth)* and any other applicable legislation or privacy guidelines. You agree that our privacy obligations only extend to our dealings with you and any direct dealings between Merchants, Endorsers and Purchasers may be governed by the Merchant's own privacy policies or procedures.
- 18.11 **Publicity:** You agree that we may advertise or publicise the broad nature of our supply of the Gooie Services to you, including on our website or in our promotional material.
- 18.12 **Relationship of Parties:** These Terms are not intended to create a partnership, joint venture, employment or agency relationship between the Parties.
- 18.13 **Severance:** If a provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or that part of that provision) will be severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions in these Terms.
- 18.14 **Third party sites:** The Platform may contain links to websites operated by third parties. Unless we tell you otherwise, we do not control, endorse or approve, and are not responsible for, the content on those websites. We recommend that you make your own investigations with respect to the suitability of those websites. If you purchase goods or services from a third party website linked from the Platform, such third party provides the goods to you, not us. We may receive a benefit (which may include a referral fee or a commission) should you visit certain third-party websites via a link on the Platform (**Affiliate Link**) or for featuring certain products or services on the Platform. We will make it clear by notice to you which (if any) products or services we receive a benefit to feature on the Platform, or which (if any) third party links are Affiliate Links.

## 19 Definitions

- 19.1 **Consequential Loss** means whether under statute, contract, equity, tort (including negligence), indemnity or otherwise; any loss or damage that cannot be considered to arise according to the usual course of things from the relevant breach, act or omission, whether or not such loss or damage may reasonably be supposed to have been in the contemplation of the Parties at the time they entered into these Terms as the probable results of the relevant breach, act or omission, and/or, any real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity,

loss of savings, loss of reputation, loss of use and/or loss or corruption of data. The Parties agree that the Merchant's obligation to pay us the Merchant Licence Fee under these Terms will not constitute "Consequential Loss".

19.2 **Force Majeure Event** means any event or circumstance which is beyond a Party's reasonable control.

19.3 **Intellectual Property** means any and all existing and future rights throughout the world conferred by statute, common law, equity or any corresponding law in relation to any copyright, designs, patents or trade marks, domain names, know-how, inventions, processes, trade secrets or confidential information, circuit layouts, software, computer programs, databases or source codes, including any application, or right to apply, for registration of, and any improvements, enhancements or modifications of, the foregoing, whether or not registered or registrable.

19.4 **Liability** means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a party to these Terms or otherwise.

19.5 **Site** means <https://goo.ie/home>.

**For any questions or notices, please contact us at:**

Seedit Pty Ltd (ACN 657 909 638)

**Email:** [support@goo.ie](mailto:support@goo.ie)

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