

eCoffeeCard CafeWallet Customer Terms

1) Background

- a) eCoffeeCard is a loyalty card app as well as a pre-paid service which enables You to pay for goods supplied by participating businesses.
- b) eCoffeeCard is a pre-paid only service. You can add credit to Your eCoffeeCard account by paying cash to a Participating Business or online using PayPal.
- c) Your credit balance will be valid for 365 days from the day You add credit to Your account. You can view the expiry date for each such amount in the 'Wallet' section of eCoffeeCard.
- d) Any credit amount in your eCoffeeCard account is NOT refundable.
- e) The eCoffeeCard app (supplied via The App Store (Apple) Android Market (Android OS) and Blackberry App World (Blackberry) and Website (www.ecoffeecard.com.au) is owned and operated by Eat Digital Pty LTD ACN 143204406.
- f) Eat Digital reserves the right to change the eCoffeeCard app functionality and these terms and conditions at any time. Any amendments made to these terms and conditions will be effective immediately on them being available on the eCoffeeCard website (www.ecoffeecard.com.au) and/or via the eCoffeeCard App.
- g) These terms and conditions represent the agreement between Eat Digital and any person who accesses or uses eCoffeeCard via the Website or App.

- h) By clicking the ["Accept"], or by accessing and/or using eCoffeeCard (whichever occurs first), the user (referred to in these terms and conditions as You or Your) agrees to be bound by these terms and conditions.
- i) Eat Digital reserves the right to amend eCoffeeCard (including any of its functionality) and these terms and conditions at any time. Any amendments made to these terms and conditions will be effective immediately on them being available on the eCoffeeCard website (www.ecoffeecard.com.au) and/or via the eCoffeeCard App. You should check these terms and conditions periodically for changes.

2) Registration

- a) To purchase goods through eCoffeeCard You must register to use eCoffeeCard and provide certain information (Customer Information) to Eat Digital or its third party contractors via eCoffeeCard or a nominated website to enable Eat Digital to provide you with the eCoffeeCard services.
- b) By registering and providing the Customer Information, You warrant that:
 - i) You will only provide current, accurate and up-to-date information and will continually update all Customer Information as required;
 - ii) The Customer Information that You provide to Eat Digital is not false, misleading, fraudulent or defamatory and does not infringe the intellectual property rights of any third party;
 - iii) You will keep Your registration username and password secure; and
- c) When you register with eCoffeeCard, Eat Digital will provide you with or confirm Your username and password/PIN code. You must keep these secure at all times.

- d) Eat Digital is not responsible for any activity (including purchases made through eCoffeeCard) that may occur as a result of the disclosure by You of Your registration details and/or password to third parties, or through unauthorised access to or use of Your personal information.

3) Products

- a) Eat Digital is not the supplier of any Products that You purchase through eCoffeeCard. eCoffeeCard is designed to facilitate Your transaction with the relevant Vendor(s).
- b) By using eCoffeeCard you may be able to purchase goods or services (Products). These Products are advertised, promoted, offered, sold and/or supplied by third parties (Vendors).
- c) Should a dispute arise between You and the Vendor, it must be resolved by You and the Vendor. eCoffeeCard is under no obligation to resolve or assist You in resolving a dispute with a Vendor.
- d) The Vendor(s) is entirely responsible for all Products made available and or purchased through eCoffeeCard. All disputes relating to the quality of Products and inquiries regarding refunds must be directed to the Vendor.

4) Privacy

- a) The data and information that You provide Eat Digital, including but not limited to any personal information You submit for the purpose of registering with or otherwise using eCoffeeCard, may be used by Eat Digital or its authorised third party contractors to:

- b) provide you with the eCoffeeCard service (including by disclosing Your personal information to a Vendor(s) to the extent necessary to facilitate any purchase You place via eCoffeeCard);
- c) customise any advertising or promotional material made available via Eat Digital; and
- d) contact You with information regarding eCoffeeCard.
- e) eCoffeeCard may log (and Eat Digital may have access to) information about the mobile device or computer used to access ECoffeeCard (including Your IP address, operating system and browser type) and the date and time of access.
- f) monitor Your use of eCoffeeCard
- g) Any personal information You submit will be stored and handled in accordance with the requirements of the Privacy Act 1988 (Cth) and the terms of Eat Digital's Privacy Policy, a copy of which is available on our website (www.ecoffeecard.com.au)
- h) You consent to the transfer of Your Personal information if clause 9) d. of these terms and conditions is relied on by Eat Digital.
- i) No data transmitted via ECoffeeCard can be guaranteed to be secure. Any information You submit using eCoffeeCard is done so at Your own risk.

5) Price and Payment

- a) All prices for Products are shown in Australian dollars, inclusive of GST where applicable, and are current at the time of display, in accordance with the information provided to Eat Digital by the relevant Vendor.
- b) Payment for Products must be made by Your nominated debit or credit card (Payment Method).. Payment Method

registration and Payments are processed on Eat Digital's behalf by PayPal. Your Payment Method details are sent to the Payment Provider in a secure and encrypted format and will not be viewed, collected or stored by Eat Digital or any other party other than the Payment Provider. You should review the Payment Provider's terms of service and privacy policy on registration.

- c) You acknowledge that Your credit or debit card provider may charge additional fees in accordance with Your arrangements with that card provider. Eat Digital is not responsible for any such fees or charges.

6) Termination of Access

Eat Digital reserves the right to terminate Your access to eCoffeeCard at any time and for any reason including, but not limited to, a breach of these terms and conditions.

7) Liability and indemnities

- a) To the extent permitted by law, all conditions, warranties, guarantees, rights, remedies, liabilities and other terms implied by statute, custom or the common law are excluded from these terms and conditions. Where legislation implies any condition or warranty, and that legislation prohibits Eat Digital from excluding or modifying application of, or its liability under, any such condition or warranty, that condition or warranty will be deemed included but Eat Digital's liability will be limited for a breach of that condition or warranty to the minimum remedy provided for in that law.
- b) If a supply by Eat Digital under these terms and conditions is a supply of goods or services to a consumer within the meaning of the Australian Consumer Law, nothing contained in these terms and conditions excludes, restricts or modifies the application of any provision, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law, provided that, to the extent that the

Australian Consumer Law permits Eat Digital to limit its liability, then Eat Digital's liability shall be limited to:

- i) in the case of services, the cost of supplying the services again or payment of the cost of having the services supplied again; and
 - ii) in the case of goods, the cost of replacing the goods, supplying equivalent goods or having the goods repaired, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.
- c) You acknowledge that to the extent permitted by law Eat Digital does not accept liability for any errors, omissions, expenses, losses or damages caused by:
- i) Your access to and/or use of Eat Digital;
 - ii) Representations made by Vendors via eCoffeeCard (including where inaccurate information or material has been provided);
 - iii) Your purchase of any Products;
 - iv) Your provision of personal or information via eCoffeeCard (including details relating to the Payment Method); and/or
 - v) any failure in the networks or servers used to provide Eat Digital.
- d) As a condition of Your use of Eat Digital, You agree to indemnify and keep indemnified Eat Digital and all of its officers, agents, employees or contractors (Personnel) against all expenses, losses, damages and costs (on a solicitor and own client basis and whether incurred by or awarded against Eat Digital or its Personnel) that Eat Digital or its Personnel may sustain or incur as a result, whether directly or indirectly, of:
- i) any breach of these terms and conditions by You;
 - ii) Your access to and/or use of Eat Digital; and
 - iii) any loss of, or damage to, any property, or injury to, or death of, any person (including You) caused by Your access to and/or use of Eat Digital.

8) Intellectual Property Rights

- a) All copyright, trade marks and other intellectual property rights in eCoffeeCard and the information and material contained on ECoffeeCard is owned by or licensed to Eat Digital. Trade marks and other rights used under license by Eat Digital (for example, in advertising Vendors or Products) are used with permission and are owned by the relevant third party.
- b) Except as permitted under the Copyright Act 1968 (Cth), or any other applicable law in the location from which You access Eat Digital, You may not adapt, reproduce, publish or distribute copies of any information or material found on eCoffeeCard in any form (including by e-mail or other electronic means), without Eat Digital's prior written consent.

9) General

- a) By accessing and using Eat Digital, You acknowledge and agree that any disputes in relation to ECoffeeCard are to be determined by the courts of New South Wales, in accordance with the laws of New South Wales.
- b) Eat Digital accepts no liability for any failure or delay in complying with these terms and conditions where such failure or delay is due to circumstances beyond Eat Digital's reasonable control.
- c) If Eat Digital waives any rights available to it under these terms and conditions on one occasion, this does not mean that those rights will be automatically waived on any other occasion. Waivers must be in written form and signed by Eat Digital or its authorised representative.
- d) If Eat Digital sells or otherwise changes control of Eat Digital or Eat Digital, Eat Digital reserves the right, without giving notice to You or seeking any additional consent from You, to transfer or assign Your personal

information and any other rights You have under these terms and conditions.

- e) If any of these terms and conditions are held to be invalid, unenforceable or illegal for any reason, the remaining Terms and conditions will nevertheless continue in full force.