

**Litt Global Pty Ltd
(ACN 631 851 511)
(LITT)**

User Terms and Conditions

These terms and conditions of service (**Terms and Conditions**) constitute an agreement between LITT and any user of goods and services (**User**) which LITT or any of its Related Bodies Corporate from time to time provides, including any website operated by LITT or any of its Related Bodies Corporate (**Websites**) or the Platform (as defined in these Terms and Conditions). Each User should read these Terms and Conditions carefully – they contain important information about a User's rights and obligations, including specific limitations or requirements that may be applicable to the User when using the Platform as well as any Websites. These Terms and Conditions also cover, on a more general basis, the User's use of any of LITT's goods or services (which, together with the Platform and Websites, are referred to in these Terms and Conditions as the **Services**).

By creating an Account and/or using the Platform, you as a User agree to these Terms and Conditions and to any amendments which may be made to the Terms and Conditions from time to time in the manner provided for below.

1. KEY TERMS IN THESE TERMS AND CONDITIONS

Account means a personal account given to the User on the Platform upon successful completion by that User of LITT's registration procedure.

Advertisement means an advertisement created by a Participating Vendor or third party advertiser and made accessible to Users to view and/or interact with on the Platform.

Claim means any claim in law or equity, or under statute, for a remedy of any nature whatsoever, whether contingent, prospective, actual or otherwise and including any and all claims, actions, sums of money, arbitrations, suits, counterclaims, demands, causes of action, debts due, verdicts, judgments, Losses, account reckonings, proceedings and charges.

Content means any text, graphics, images, music, software, audio, video, information or other materials in digital form or otherwise.

Gift Voucher means a gift voucher which may be used to purchase goods and/or services from Participating Vendors.

Law means any law or legal requirement, including at common law, in equity, under any statute, regulation or by-law and any decision, directive, guidance, order, decree, guideline or requirements of any authority.

LITT Cash means virtual units which a User can accrue through various ways on the Platform (including through converting LITT Points) and which will be stored in a User's LITT Wallet and acquired and used pursuant to clause 7, with no use outside of the Platform whatsoever.

LITT Deals and Giveaways means any surprises, offers, discounts, competitions or incentive programs offered by LITT, its Related Bodies Corporate and/or Participating Vendors or other third parties on the Platform from time to time, and which are only available in Australia.

LITT Points means the points rewarded to a User through interacting with the Platform and which can be converted into LITT Cash (but which otherwise have no use outside of the Platform whatsoever).

LITT Visa Card means a digital prepaid Visa gift card which is stored on the Platform and can be used by Users at Participating Vendors.

LITT Wallet means a virtual wallet which is personal to a User and attaches to a User's specific Account.

Loss means any damage, loss, expense and cost whatsoever including any cost or expense regarding any Claim and any legal costs and expenses of any nature.

Participating Vendor means a vendor located in Australia which promotes its goods and/or services on the Platform.

Platform means the proprietary social media and augmented reality software application (in iOS and Android formats) known as "LITT" developed by or on behalf of, and owned by, LITT, together with all adaptations, modifications, amendments, extensions, revisions, updates, upgrades and other changes to those products, and which is only available on the Google Play Store and Apple Inc's App Store in Australia.

Related Bodies Corporate has the meaning given to that term in the *Corporations Act 2001 (Cth)*.

Report Button means the report button displayed on the Platform which allows Users to report Content which:

- (a) contains bullying, pornographic, violent or otherwise offensive material;
- (b) involves an emergency situation, including terrorism and/or a situation which creates a danger of imminent harm to persons; or
- (c) makes the User feel unsafe, threatened or uncomfortable.

2. ACKNOWLEDGEMENT OF TERMS AND CONDITIONS

- (a) By accessing and/or using the Platform and/or any Website in any way, the User accepts and agrees to be bound by these Terms and Conditions.
- (b) These Terms and Conditions as well as the Privacy Policy (referred to in clause 5(b)), the Voucher Terms and Deals and Giveaways Terms constitute the entire agreement between you and LITT regarding the matters set out herein and supersedes any prior representations, negotiations, agreements, understandings or arrangements between you and LITT, whether written or oral.
- (c) Additionally, Apple Inc. and Google Inc. and/or their applicable international subsidiaries and affiliates will be third-party beneficiaries to these Terms and Conditions if you access the Platform developed for Apple iOS or Android respectively. These third party beneficiaries are not parties to these Terms and Conditions and are not responsible for the provision or support of the Platform in any manner. Your access to the Platform using these devices is subject to terms set forth in the applicable third party beneficiary's terms of service.
- (d) A copy of the current version of these Terms and Conditions will always be made available here. You acknowledge it is your sole responsibility to review and check any updates to these Terms and Conditions from time to time.
- (e) If you do not agree with any part of these Terms and Conditions, you must immediately stop using the Services. Your continued use of the Services will be deemed acceptance of the Terms and Conditions, including any amendments made thereto on and from that time.
- (f) LITT may make changes to the Services at any time. LITT will not be liable for any Loss incurred by you resulting from any changes made to the Services.

3. REGISTRATION

- (a) In order to use the Services, you must first successfully register an Account. You will also need access to a mobile phone which supports the Platform and an internet connection.

- (b) You must provide LITT with true, full and accurate information including your full name, date of birth, address, email address and mobile telephone number when registering for an Account. LITT will not be responsible for any Loss suffered by you if you provide inaccurate or incomplete information when creating your Account.
- (c) When you register an Account, LITT may send you an SMS text message containing a code in order to verify your phone number. By attempting to register an Account, you agree to receive an SMS text message from LITT. Depending on your current mobile carrier plan, you may incur charges for receiving this SMS text message (and you agree that LITT will not be responsible for any charges incurred). You acknowledge that, depending on your mobile carrier's service, it may not be possible to transmit an SMS text message to you successfully. LITT is not liable to you for any Losses you may incur as a result of transmission delays or message failures. If you have any issues registering your Account due to being unable to receive an SMS text message from LITT, please contact LITT at contact@thelittapp.com.
- (d) LITT will never ask for your personal information via email or SMS text message. If you receive an email or SMS text message purporting to be from LITT asking you to provide your personal information, please report it to LITT immediately and delete the email or SMS text message.
- (e) Unless expressly stated otherwise for a particular Service, you must not use the Services if:
 - (i) you are under the age of 13; or
 - (ii) you are a convicted sex offender.
- (f) When you register to create an Account, you will be required to verify that you are over the age of 13.
- (g) LITT reserves the right to, in its sole and absolute discretion, refuse to process any Account registration requests. This may include circumstances where you have previously been banned from the Platform.
- (h) Upon successful completion of your registration of your Account:
 - (i) you will be provided with an Account accessible to you by a username and password of your choice; and
 - (ii) subject to you at all time complying with these Terms and Conditions, LITT may grant you a non-exclusive, non-transferable right to use the Platform and the Services (which right is otherwise revocable).
- (i) LITT may refuse requests to log in to the Platform or use the Services if the information provided by you during the registration process is the same as or similar to existing log-ins; or is inappropriate, offensive, obscene, abusive, defamatory or illegal; or infringes copyright, contains brand names, company names, or registered trademarks; or contain names of high profile or public figures; or contain words promoting political, religious, social, or economic issues; or uses the name of another person.
- (j) LITT may (but is not obliged to) ask you to produce identification to confirm your details and eligibility to use the Services. If you choose not to provide identification, LITT may in its sole and absolute discretion cancel your Account. LITT will not be liable for any Loss suffered by you as a result of such cancellation.
- (k) It is your sole responsibility to ensure that your Account information is kept up to date and that you have provided LITT with accurate personal details at all times so that LITT can contact you for any reason in relation to the Services or your use of the Services.

- (l) LITT may terminate the Services at any time, and in such circumstances LITT will notify you via the information provided by you when registering your Account or as updated by you as required under this clause 3. LITT will not be liable for the termination of the Services or any Loss suffered by you as a result of such termination.
- (m) LITT is not liable to you for any Loss you may incur as a result of:
 - (i) you failing to provide full and accurate personal details at all times; or
 - (ii) any delay or failure by you to receive any communication from LITT regarding the Services.

4. ACCOUNT SECURITY

- (a) It is your sole responsibility at all times to ensure your username and password required for you to access your Account are in each case kept secure and confidential and are not disclosed to any other party.
- (b) You must not sell, transfer or assign your Account to anyone else unless you have obtained prior written consent from LITT (which will be given in LITT's sole and absolute discretion). You must not allow anyone else to use your Account. LITT may suspend or cancel your Account if it suspects you are in breach of this clause.
- (c) You must not use another User's Account without their and LITT's express written consent. LITT may require proof of the other User's consent at any time.
- (d) You must notify LITT immediately upon becoming aware of any unauthorised use of your username, password or Account or of any other breach of security associated with your Account. Once notified, LITT will reset your password and send a new password to the email address and/or mobile number provided by you. LITT may (but is not obliged to) take any further action as it considers necessary. LITT may (but is not obliged to) suspend your Account in order to prevent any activity on the Account during the breach of security.
- (e) Whilst LITT takes its security obligations seriously, you are responsible for all activities which occur under your Account (regardless of whether you know about them). LITT is not liable for any Loss whatsoever that you may incur as a result of any unauthorised use of your Account.
- (f) Any use of the Services which can be attributed to your Account will be considered to be use of the Services by you, unless you have previously notified LITT in writing of an unauthorised use of your Account, or of any other breach of security associated with your Account and at the relevant time the breach has not been remedied by LITT pursuant to clause 4(d).
- (g) You may, to the greatest extent permitted by Law, be held responsible for any Losses incurred by LITT or any third party (including a Vendor) due to any unauthorised use of your Account.

5. PRIVACY

- (a) In order to provide the Services, LITT needs full and accurate personal information about you. LITT will only use that information where LITT has a legal basis to do so.
- (b) LITT's Privacy Policy sets out the type of information collected by LITT, how LITT uses that information and your rights in connection with that information.

- (c) By using the Services, you are deemed to have read and accepted the Privacy Policy (as amended from time to time).
- (d) LITT reserves the right, in its sole and absolute discretion, to amend its Privacy Policy from time to time. You agree that your continued use of the Services after any such amendment to the Privacy Policy will be taken as your acceptance of the terms of the amended Privacy Policy.

6. USE OF THE PLATFORM

6.1 Acknowledgements

You acknowledge and agree that:

- (a) your use of the Services is entirely at your own risk;
- (b) to the greatest extent permitted by law, you hereby release LITT and its Related Bodies Corporate from any and all Claims, liability and Losses which you may suffer or incur arising out of or resulting from, or relating in any way to your use of the Services, including for negligence, inherent and unforeseen risks, injury or damage to persons or property and the actions of Users and other third parties, participants and spectators;
- (c) without limiting these Terms and Conditions, you are, to the greatest extent permitted by Law, liable for and must indemnify and keep indemnified LITT and its Related Bodies Corporate against any and all Claims and Losses of LITT and/or its Related Bodies Corporate which are caused or contributed to by any breach or alleged breach of these Terms and Conditions by you;
- (d) if you feel threatened or bullied by any Content on the Platform or Websites, you may report this to LITT and/or the office of the eSafety Commissioner. The website for the Office of the eSafety Commissioner is located at <https://www.esafety.gov.au/>. This website also contains important information about the help and support that is available, as well as educational cyber safety resources for you (and, if applicable, your parent or responsible adult guardian) to review;
- (e) LITT reserves the right, but not the obligation, to monitor the Services and your use of them, including any Content posted by you, and LITT may, at its sole and absolute discretion, choose to modify or delete any material that you post on its Platform or Websites, or delete your Account and remove your access to the Services if, in LITT's sole and absolute opinion, your Content breaches any of these Terms and Conditions, or is otherwise in bad taste, even if it does not specifically breach any of these Terms and Conditions.

6.2 No Tampering

- (a) Neither you nor anyone having access to your Account may do, or attempt to do, any of the following:
 - (i) use the Services in a way which is, in LITT's opinion, contrary in any way to these Terms and Conditions;
 - (ii) access areas of the Services which you are not authorised to access;
 - (iii) alter or tamper with any part of the Services except as expressly authorised by LITT;
 - (iv) send unsolicited advertising, email or chain letters to other Users;

- (v) use any automated means or interface including (without limitation) tracking software, robots, spiders or similar technological devices or programs not provided by LITT to access the Services or to track other Users' usage of the Services;
 - (vi) reverse engineer any aspect of the Services or do anything to discover the source code, or to circumvent measures put in place by LITT to prevent or limit access to any area of the Services;
 - (vii) send viruses, or any computer code, file or program to the Services which is designed to, or has the effect of, destroying, interrupting or limiting the functionality of any computer software or hardware, or other telecommunications equipment; or
 - (viii) do anything when accessing the Services to the commercial disadvantage of LITT or in a manner otherwise adverse to the business interests of LITT.
- (b) LITT reserves the right to take any action LITT deems necessary to detect, identify, prevent, or stop any conduct which, in LITT's opinion, constitutes a prohibited use under this clause 6.2, even if it does not specifically violate any of these Terms and Conditions. This includes, without limitation, the right to immediately and without notice delete or remove any Content, and the right to immediately and without notice cancel your Account. In such circumstances, you will forfeit any LITT Cash which was in your Account and will have no right whatsoever to recover it.

6.3 User Obligations

- (a) You agree to:
- (i) be aware of your surroundings and to use the Services safely;
 - (ii) comply with all Laws which may be applicable to the use of the Services, including, without limitation, copyright laws;
 - (iii) report to LITT immediately if you see any Content posted by any User that is in breach of these Terms and Conditions;
 - (iv) report any Content which contains bullying, pornographic, violence or otherwise offensive material by using the Report Button;
 - (v) responsibly report any Content which involves an emergency situation, including terrorism and/or a situation which creates a danger of imminent harm to persons; and
 - (vi) adhere to generally accepted rules of etiquette and standards of behaviour in your use of the Services, posting of Content and interactions with LITT, other Users, Participating Vendors or third parties via the Services.
- (b) You must not:
- (i) make available or publish Content containing any unlawful or inappropriate content;
 - (ii) submit inaccurate, misleading or inappropriate content, including data submissions, edits or requests;
 - (iii) use or encourage or enable any other party to use the Services to violate any applicable Law as outlined in these Terms and Conditions;

- (iv) solicit or ask for any User to post nude or pornographic pictures. If you receive any requests of such nature, you should report it to the police and to LITT immediately by using the Report Button. LITT will delete the offending Content (including any messages) as soon as practicable and co-operate with authorities to conduct proper investigations (including by potentially providing authorities with copies of such messages);
 - (v) use the Services to discriminate against, spam, harass, stalk or otherwise inappropriately communicate with other Users;
 - (vi) use or misuse the Services in any way which may impair the Services or systems used to deliver the Services;
 - (vii) interfere with any other person's use of and enjoyment of the Services;
 - (viii) attempt to gain unauthorised access to any materials (other than those to which you have been given express permission to access), or the computer systems on which the Services are hosted;
 - (ix) transmit, or input onto the Platform, any files that may damage any other person's computing devices or software, Content that may be illegal or otherwise offensive, or material or data in violation of any Law (including data or other material protected by copyright or trade secrets which you do not have the right to use);
 - (x) obtain or attempt to obtain any Content, materials or information of LITT and its Related Bodies Corporate through any means not intentionally made available through the Services.
- (c) The Content that you post on the Platform or in any messages sent to another User, and the username that you use to register your Account must not contain:
- (i) violence or depictions of violence (including graphical or animated violence);
 - (ii) threatening or bullying, or pictures that have the effect of teasing or bullying someone else;
 - (iii) sexual violence, depictions of sexual violence, or graphical or animated sexual violence;
 - (iv) nudity or partial nudity, whether or not you have permission from the person or persons pictured;
 - (v) signs, gestures or actions (including signs, gestures or actions which are depicted through emoticons, videos, sounds, or animated "GIFs") that are discriminatory, racially vilifying, intimidating, inciteful, hateful, vulgar, obscene, pornographic or sexually suggestive;
 - (vi) profanity, abusive or aggressive language, whether in English or in any other language;
 - (vii) personal details, including full names, addresses, phone numbers or email addresses, whether they are your personal details or somebody else's;
 - (viii) confidential information of any other person, such as credit card details or account information, whether your own or somebody else's;
 - (ix) any form of advertising, including, but not limited to, advertising that is unsuitable for persons under the age of 18, such as tobacco or alcohol advertising;
 - (x) misleading or deceptive content, or content which is likely to mislead or deceive; or
 - (xi) any website links or URLs, especially those that show content which would contravene these Terms and Conditions if posted on the Platform.

- (d) Without limiting these Terms and Conditions, you:
- (i) to the greatest extent permitted by Law, are liable for and must indemnify and keep indemnified LITT and its Related Bodies Corporate against any and all Claims, liability and Losses incurred by LITT and/or its Related Bodies Corporate; and
 - (ii) release and discharge LITT and its Related Bodies Corporate to the fullest extent permitted by law from all Claims which you had, have or may have but for the operation of this clause against LITT or its Related Bodies Corporate,
- which are caused by or contributed to or in any way connected with any breach of this clause 6.3.
- (e) If you report any Content by using the Report Button, LITT will use its best endeavours to investigate the reported Content as soon as practicable. LITT may take any action it deems necessary in its absolute discretion, including to report the Content to law enforcement authorities.

7. LITT POINTS AND LITT CASH

- (a) You may acquire LITT Points, in such amounts which will be calculated by LITT in its absolute discretion, through your interactions with the Platform. This may include through viewing an Advertisement or interacting with an Advertisement, as applicable, which is displayed on the Platform (including through LITT's augmented reality feature). LITT makes no guarantee that you will earn any LITT Points if you view or interact with an Advertisement. There may be circumstances where you view or interact with an Advertisement but do not earn any LITT Points. Once you have viewed and/or interacted with an Advertisement, your Account will automatically commence following the Participating Vendor to which that Advertisement relates (although you may elect to unfollow the Participating Vendor). LITT Points are deemed to be acquired on the date on which they appear in your LITT Wallet.
- (b) LITT Points can be converted into LITT Cash on the Platform. Once you have converted LITT Points into LITT Cash, there is no way to reverse the transaction. Upon redeeming your LITT Points into LITT Cash, your LITT Wallet will be updated to include the redeemed LITT Cash. LITT Cash acquired pursuant to this clause 7(b) is deemed to be acquired on the date on which it appears in your LITT Wallet.
- (c) You acknowledge and agree that:
 - (i) LITT Points which have been acquired by you in the manner specified in clause 7(a) above; and
 - (ii) LITT Cash which has been acquired by you via the conversion of LITT Points into LITT Cash,

will expire at midnight (AWST) on the last day of the month which is 12 months after the date on which the LITT Points and/or LITT Cash (whichever is applicable) were acquired. Expiry dates in relation to your LITT Points and LITT Cash will not be displayed in your LITT Wallet – you are responsible for keeping track of any applicable expiry date.
- (d) LITT may (but it not obliged to) use reasonable endeavours to contact you about any approaching expiry dates of any LITT Points and/or LITT Cash which have been acquired by you.
- (e) LITT Cash will be denominated in dollars and cents and will have the same value when used as Australian currency. You may use your LITT Cash to purchase Gift Vouchers for another User or to participate in other features on the Platform. Clause 8 contains further information about Gift Vouchers.
- (f) To redeem your LITT Cash on the Platform, you must press the "Confirm Order" button after pressing the option to pay for your order via LITT Cash. By pressing the "Confirm Order" button, you will be deemed to have accepted making such payment (including GST) by redeeming your LITT Cash, and you authorise

LITT to reduce the amount of LITT Cash in your LITT Wallet by the value of your order. If your LITT Wallet contains an insufficient amount of LITT Cash to process your payment, LITT will not process your order.

- (g) You may use LITT Cash to directly redeem goods or services from some Participating Vendors. LITT makes no representation or warranty that you can redeem LITT Cash with every Participating Vendor, and encourages Users to determine with a Participating Vendor if this is the case in advance of attempting to redeem LITT Cash for goods and services from that Participating Vendor.
- (h) You acknowledge that:
 - (iii) other than as set out in this clause 7, LITT Points and Cash are otherwise of no value, unable to be used as currency and cannot be used outside of the Platform; and
 - (iv) any breach or alleged breach of these Terms and Conditions, the termination of inactive accounts or the cancellation of the Platform may result in your LITT Points and LITT Cash being forfeited with no right or entitlement to reimbursement whatsoever.
- (i) LITT is not, to the greatest extent permitted by Law, liable for any Loss of any kind suffered by you in connection with or arising from the acquisition, loss, forfeiture, or any use whatsoever of LITT Points or LITT Cash by you.

8. GIFT VOUCHERS

- (a) You may in accordance with these Terms and Conditions use your Account to purchase Gift Vouchers by either directly purchasing a Gift Voucher with your own personal credit card, or through redeeming LITT Cash acquired by you on the Platform.
- (b) If you use your LITT Cash to purchase a Gift Voucher, the amount of LITT Cash in your Account will be reduced by the value of the Gift Voucher you purchased. You acknowledge and agree when purchasing a Gift Voucher that you may not be entitled to a refund of the purchase of the Gift Voucher.
- (c) In addition to these Terms and Conditions, Gift Vouchers will be subject to the particular terms and conditions which are set by LITT (**Voucher Terms**), which you will be able to view immediately prior to acquiring a Gift Voucher. By acquiring any Gift Voucher, you and the User you gift the Gift Voucher to will each become subject to those Voucher Terms. LITT urges you to carefully read the applicable Voucher Terms before attempting to redeem a Gift Voucher.
- (d) You acknowledge and agree that LITT is not a representative, partner or agent of any Participating Vendor and is not responsible for Gift Vouchers issued by Participating Vendors. LITT does not endorse any goods or services provided by Participating Vendors and in no event shall LITT be responsible or liable for any goods or services of Participating Vendors.
- (e) In the event the cancellation by LITT of any Services affects the ability of a User to use or redeem a Gift Voucher which has been purchased using a credit card, LITT will use reasonable endeavours to contact the purchasing User (using the personal details linked to the User's Account) and refund the outstanding value of the Gift Voucher to the extent the ability to use that Gift Voucher has been affected. If, after using reasonable endeavours, LITT has been unable to contact the purchasing User to refund the outstanding value of the Gift Voucher, then that Gift Voucher may be forfeited.
- (f) To the greatest extent permitted by Law, you hereby release LITT and its Related Bodies Corporate from any and all Claims, liability and Loss which may arise out of, result from, or relate in any way to your purchase or use whatsoever of a Gift Voucher.

9. LITT VISA CARD

- (a) You may in accordance with these Terms and Conditions use your Account to apply for a LITT Visa Card on the Platform. If your application for a LITT Visa Card is successful, you may add funds to the LITT Visa Card using your own personal credit card, bank account or with LITT Cash in your Account. The maximum value you may have on your LITT Visa Card at any time is AU\$1,000.
 - (i) The LITT Visa Card is offered through LITT and its business partner NOVATTI (**NOVATTI**) through the application process referred to in clause 9(b) below); or
 - (ii) if you are not over the age of 18 years, obtain consent from your parent or guardian to your application for a LITT Visa Card. In order for this to occur, your parent or guardian will be required to create an Account and consent to your application for a LITT Visa Card in accordance with clause 9(b) below.
- (b) In order to apply for a LITT Visa Card, you will be required to complete one or more application forms (or have your parent or guardian complete the application form(s), as applicable). The application process involves completing a “Know your customer” (**KYC**) form. You will be required to provide personal information when completing the KYC Form. LITT uses a third party authenticator to verify the contents of the KYC Form and your identity. You acknowledge and agree LITT, NOVATTI and their business partners may use any personal information provided by you pursuant to any application form in accordance with LITT’s Privacy Policy. Applying for a LITT Visa Card is voluntary and you acknowledge you have consented to any information you provide in connection with the application process. LITT or its business partner(s) will also send a verification/consent code to you or your parent or guardian (as applicable) prior to processing an application for a LITT Visa Card.
- (c) LITT Visa Cards can only be used on the Platform through Participating Vendors (in the same manner as a User would redeem LITT Cash on the Platform). You acknowledge and agree when purchasing a LITT Visa Card that you may not be entitled to a refund of the purchase of the LITT Visa Card.
- (d) When you elect to make a payment using a LITT Visa Card, the balance of your LITT Visa Card will be reduced by the value of your purchase. If the balance of your LITT Visa Card is insufficient to complete a purchase, you will be required to pay for the balance in another way in order to complete the purchase.
- (e) LITT and/or NOVATTI will (either directly or through a third party processor) process any purchases made by you using a LITT Visa Card. Purchases made using a LITT Visa Card may not be refundable.
- (f) In the event the cancellation by LITT of any Services affects the ability of a User to use or redeem a LITT Visa Card, LITT will use reasonable endeavours to contact the purchasing User (using the personal details linked to the User’s Account) and refund the outstanding value of the LITT Visa Card to the extent the ability to use the LITT Visa Card has been affected. If, after using reasonable endeavours, LITT has been unable to contact the purchasing User to refund the outstanding value of the LITT Visa Card, then that LITT Visa Card may be forfeited.
- (g) To the greatest extent permitted by Law, you hereby release LITT and its Related Bodies Corporate from any and all Claims, liability and Loss which may arise out of, result from, or relate in any way to your purchase or use whatsoever of a LITT Visa Card.

10. PAYMENT

- (a) Any payments made by you on the Platform, excluding those which are made using LITT Cash or a LITT Visa Card, are to be made by credit card.

- (b) Where you elect to make a payment by using a credit card, LITT or a third party processor engaged by LITT will process your payment. Once you press the “Confirm Order” button, LITT or its third party processor will process your payment and any GST and service charges as itemised on the final screen (**Accepted Amount**). By pressing the “Confirm Order” button, you will be deemed to have accepted making such payment using your nominated credit card, and you authorise LITT and its third party processor to debit the Accepted Amount from your nominated credit card. If your nominated credit card is declined by your financial institution, LITT or its third party processor will not be required to fulfil your order and may (but is not obliged to) contact you to make alternative payment arrangements.
- (c) LITT may decide at any time not to accept payment from you for any reason. If LITT declines to accept payment, LITT will not process your order and may not contact you to inform you that your order will not be processed. LITT will not process any order until the payment has been received and will not be liable for any delay from banking delays or misdirected payments.
- (d) It is your sole responsibility to ensure that you have sufficient funds available on the credit card for which you provided LITT with details to make any payments via the Platform, and you agree to indemnify LITT for any Loss suffered as a result of you not having such funds available.

11. LITT DEALS AND GIVEAWAYS

- (a) LITT Deals and Giveaways may be offered on the Platform from time to time.
- (b) The nature, quantity, availability, frequency and award of LITT Deals and Giveaways are in LITT’s absolute discretion. You acknowledge by using the Platform that you do not have any express right or entitlement to participate in or be offered any LITT Deals and Giveaways.
- (c) LITT may from time to time, either directly and/or through its partners (including Google Rewards), offer Users the ability to potentially win a “jackpot” when viewing Advertisements. The winner of a jackpot is determined at random. You acknowledge and agree that:
 - (i) your participation in viewing Advertisements does not guarantee that you will win a jackpot or have a higher chance than any other User to win a jackpot;
 - (ii) any jackpot won by you will, unless otherwise determined by LITT, be rewarded in LITT Points on the Platform; and
 - (iii) this clause 11 otherwise applies in respect of any jackpot giveaways facilitated by LITT.
- (d) You acknowledge that the availability of LITT Deals and Giveaways will depend on factors such as the time, day of week and your location. The location of LITT Deals and Giveaways is set by geofencing technology utilised by the Platform which may establish a virtual zone around certain Participating Vendors from time to time (**Virtual Zone**).
- (e) By using the Platform, you consent to:
 - (i) your device’s location data being used and accessed by LITT; and
 - (ii) receiving notifications from the Platform about LITT Deals and Giveaways when you enter a Virtual Zone.
- (f) You acknowledge that if you do not allow LITT to use and access your device’s location data, you will not be able to view or be offered LITT Deals and Giveaways.
- (g) In addition to these Terms and Conditions, LITT Deals and Giveaways may be subject to particular terms and conditions (**Deals and Giveaways Terms**) which LITT and/or Participating Vendors shall communicate to you at the time of these LITT Deals and Giveaways. By participating in any LITT Deals and Giveaways, you will become subject to those Deals and Giveaways Terms. LITT urges you to carefully read the Deals and Giveaways Terms before participating in any LITT Deals and Giveaways.

- (h) You acknowledge that Deals and Giveaways Terms are set by the relevant Participating Vendor, and LITT is not involved in the preparation or implementation of any Deals and Giveaways Terms. LITT accepts no liability of any nature in relation to Deals and Giveaways Terms.
- (i) LITT's Privacy Policy, in addition to these Terms and Conditions, govern any information you submit in connection with any LITT Deals and Giveaways.
- (j) To redeem a LITT Deal and Giveaway, you must follow the instructions provided by LITT and/or the relevant Participating Vendor on the Platform. Any costs which may be incurred by you in redemption of LITT Deals and Giveaways, such as travelling to and from a Participating Vendor's location, are your own responsibility. Travel to a Participating Vendor's location is entirely at your own risk.
- (k) You must redeem a LITT Deal and Giveaway within the time stated. Otherwise, it will expire. There may be limits on the number of LITT Deals and Giveaways you can receive, or other conditions such as time of day, day, availability at a particular Participating Vendor location, age restrictions or similar. Subject to Law, these are subject to change without notice.
- (l) To the greatest extent permitted by Law, you hereby release LITT and its Related Bodies Corporate and any other party involved in creating or delivering a LITT Deal and Giveaway (including a Participating Vendor) from any and all Claims, liability and Loss which may arise out of, result from, or relate in any way to your participation in any LITT Deals and Giveaways, including for negligence, inherent and unforeseen risks, injury, death or damage to persons (including you as User) or to property.

12. INTELLECTUAL PROPERTY

11.1. User Content

- (a) Any Content that you post on the Platform may be subject to Australian and international copyright laws. Photos or videos not taken by you, music that is not composed or written by you, or text that is not written by you may be owned by somebody else, and they may have copyright over such photo, video, music or text. Accordingly, you must not post any Content that is not taken, written or otherwise created by you or which you otherwise do not have express permission to use.
- (b) You warrant that you own, or otherwise have all necessary licences or permissions to use the Content that you post on the Platform including, without limitation, any pictures, videos, sound recordings, musical works and all other copyrightable works (or subject matter other than works) posted on the Platform by you. If such Content is a work of joint authorship, you must obtain the written consent from the joint author(s) of the work to post it on the Platform.
- (c) In order to allow LITT to display your Content on the Platform, you agree to grant LITT and its Related Bodies Corporate a worldwide, perpetual, non-exclusive, sub-licensable, irrevocable, transferrable, licence-fee free and royalty free licence to use and reproduce the Content on any sub-page within the Platform or otherwise at LITT's entire discretion (including for any marketing purposes), and warrant that there are no legal or equitable impediments to you granting LITT and its Related Bodies Corporate this licence.
- (d) Where there are moral rights in accordance with any applicable law subsisting in your Content, you grant your consent, and must procure the consent of all other joint author(s), to allow LITT and its Related Bodies Corporate to exploit all intellectual property rights in Content posted by you at LITT's entire discretion, even where such use may amount to an infringement of the author's (or authors') moral rights.

11.2. Our Content

- (a) All Content on the Platform including, without limitation, the text, graphics, and photos created by and for LITT, and LITT's name, logo and trade marks (whether registered or unregistered), as well as the 'look and feel' of the Platform, including its structure, sequence and organisation (**Our Content**) are owned by or licensed to LITT, and is subject to copyright and other intellectual property rights under Australian and foreign Laws and international conventions.

- (b) Our Content on the Platform is provided to you 'as is' for your information and personal use only and may not be used for any other purpose whatsoever without LITT's prior written consent or as expressly permitted herein. LITT makes no representation or warranty as to the truth or accuracy of any information contained in Our Content.
- (c) LITT reserves all its rights at Law and in equity in connection with Our Content. The Services, whether in whole or in part, may not be reproduced, copied, stored or downloaded, and you may not publish, sell, let, hire, or offer to sell, let or hire any part of the Services and any Content posted therein.
- (d) You may not do or participate or assist in, or cause, procure, authorise or allow any third party to participate or assist in anything designed to:
 - (i) discover, or which has the effect of discovering, the design, composition, construction methods, structure, source code, object code or otherwise reverse engineering any part of the Platform; or
 - (ii) infringe, or which has the effect of infringing, any of LITT's intellectual property rights generally.
- (e) You may not, at any time, challenge or oppose, or cause, procure, authorise, allow or assist any third party to challenge or oppose LITT's exclusive ownership of any intellectual property rights in the Platform.
- (f) From time to time, you may contact LITT with any suggestion, comment, feedback or request that you may have in relation to the Platform. By doing so, you acknowledge that the intellectual property rights in any alteration or modification to the Platform made as a result of a suggestion, comment, feedback or request that you have made, will immediately belong to LITT and you will have no right, title or interest in connection with such alterations or modifications (including for compensation).
- (g) You agree not to use any of Our Content other than as expressly permitted under these Terms and Conditions. If you download or print a copy of Our Content for your personal use, or use which is expressly permitted by law, you must retain all copyright and other proprietary legal notices contained in Our Content.

11.3. Open Source Content

- (a) The Platform may include or rely upon open source software, codes, modules or languages (**Open Source Content**). Any and all Open Source Content used by LITT is governed by the relevant open source licences. LITT's use of such material, if any, in developing the Platform does not infringe any third party intellectual property or other rights.
- (b) If you use the Platform in a manner that is not permitted under these Terms and Conditions, LITT cannot warrant that such use by you in such manner will be permitted under the relevant open source licensing regimes. You must indemnify and hold LITT and its Related Bodies Corporate harmless from and against any and all Claims, liability and Losses incurred as a result of your use of the Platform in a manner not permitted under these Terms and Conditions.

13. INDEMNITY

- (a) To the greatest extent permitted by Law, you indemnify LITT and its Related Bodies Corporate against any and all Claims, liability and Losses which may be incurred as a result of, or in connection with (without limitation) any:
 - (i) breach or alleged breach of these Terms and Conditions;
 - (ii) intellectual property infringement;
 - (iii) breach of privacy; and/or
 - (iv) violation of any Law;
 by you or any party on your behalf.

- (b) In addition to clause 12(a), you release and discharge LITT and its Related Bodies Corporate to the greatest extent permitted by Law from all Claims which you had, have or may have but for the operation of this clause against LITT or its Related Bodies Corporate in connection with these Terms and Conditions or the Services.
- (c) Any failure or delay in or by LITT in enforcing any part of these Terms and Conditions is not to be construed as a waiver of LITT's rights. Any waiver of LITT's rights must be given in writing.
- (d) You acknowledge this clause 12 survives your use of the Services (including after the cancellation of your Account).

14. LIMITATION OF LIABILITY

- (a) Notwithstanding any other provision in these Terms and Conditions, LITT and its Related Bodies Corporate will not be liable for any Loss or damage of any kind or other economic losses in contract, tort (including negligence), under any statute or otherwise arising out of or in any way connected to any LITT Deals and Giveaways, Advertisements and the Services.
- (b) LITT makes no warranty in relation to the accuracy of any claims made in LITT Deals and Giveaways or Advertisements.
- (c) LITT will reasonably endeavour to ensure that the Services are functional at all times. However, LITT make no warranties whatsoever that the Services will be fully functional and free of errors, bugs or viruses. Accordingly, you agree that LITT will not be held liable for any delay, disruption or interruption in your access to the Services. You further agree that LITT will not be liable for any Losses or liability which may be incurred as a result of, or in connection with, or in relation to any loss of functionality of the Services, or any errors, bugs or viruses, whether or not it results in any destruction, interruption or damage to your electronic device from which the Services are accessed.
- (d) LITT and its Related Bodies Corporate may plead this clause 13 as a complete defence to any action, proceeding or suit, which may be taken or commenced by a User or on their behalf arising out of the matters referred to in these Terms and Conditions and until this clause 13 is set aside by a final order of a Court, the User must consent to an order staying such action, suit or proceeding.

15. DISPUTE RESOLUTION

- (a) If you have any dispute with LITT in relation to these Terms and Conditions or LITT's enforcement of these Terms and Conditions (**Dispute**), you must:
 - (i) notify LITT of the Dispute by all reasonable means, including by email to contact@thelittapp.com (**Notification of Dispute**);
 - (ii) co-operate with LITT or LITT's authorised representative to resolve the Dispute.
- (b) Within 60 days of LITT receiving your Notification of Dispute, you and LITT each agree to use best endeavours to attempt to resolve the Dispute by negotiation.
- (c) If the Dispute is not satisfactorily resolved by negotiation between the you and LITT after the 60 day period referred to in clause 14(b) above (or, where both you and LITT agree to a longer period, that longer period), the Dispute will be referred to mediation in accordance with the ADC Guidelines for Commercial Mediation published by the Australian Disputes Centre (**ADC**) in force at the time to a mediator agreed upon by you and LITT, or if such agreement cannot be reached, a mediator appointed by the ADC.
- (d) You and LITT must use best efforts to make use of the mediation process to resolve the Dispute and mediation shall continue until:
 - (i) the Dispute is resolved; or
 - (ii) a determination by the mediator that the Dispute is unlikely to be resolved through mediation.

- (e) Each party shall bear its own costs in relation to the resolution of the Dispute. The costs of the mediation in accordance with clause 14(c) above will be borne equally between both parties.
- (f) During the Dispute, these Terms and Conditions will remain in full force and effect.
- (g) Neither party may commence any arbitration or court proceedings without first complying with this clause 14. However, nothing in this clause 14 denies LITT the right to seek urgent interlocutory relief (including an injunction) from an appropriate court in relation to any Dispute arising under these Terms and Conditions.

16. AMENDMENT OF TERMS AND CONDITIONS

- (a) LITT reserves the right, in its sole discretion, to amend these Terms and Conditions at any time, which amended Terms and Conditions shall be immediately binding upon you. LITT will use reasonable endeavours to notify you of any updates or changes to these Terms and Conditions (but is not obliged to do so).
- (b) You agree that you will be deemed to have reasonable notice of any amendments to these Terms and Conditions once LITT has posted them here or notified you by email. You agree that your continued use of the Services after such notice will be taken as your acceptance of the amended Terms and Conditions.
- (c) It is your responsibility to check periodically for any such amendments to these Terms and Conditions. If you do not agree with the amended Terms and Conditions, you must take steps to cancel your Account and immediately stop using the Services.
- (d) Notwithstanding clause 15(b) above, where you notify LITT of a Dispute in accordance with clause 14 above, any amendments made to these Terms and Conditions after you have notified LITT of the Dispute will (to the extent they relate to the Dispute) not apply to you until the Dispute has been resolved.

17. SUSPENSION AND CANCELLATION OF ACCOUNT

- (a) LITT reserves the right to suspend your Account at any time and for any breach of these Terms and Conditions or any alleged breach of these Terms and Conditions pending investigation.
- (b) At conclusion of an investigation into any alleged breach of these Terms and Conditions by you, LITT may in its sole and absolute discretion:
 - (i) reactivate your Account;
 - (ii) temporarily suspend your account; or
 - (iii) permanently cancel your Account in accordance with the remainder of this clause 16.
- (c) LITT reserves the right to cancel your Account at any time and for any breach of these Terms and Conditions. If LITT cancels your Account, you may not, under any circumstances, register a new Account without prior written consent and approval from LITT.
- (d) LITT may cancel your Account at any time if, in LITT's reasonable opinion, your Account has remained inactive for a period of 3 years. In such circumstances, LITT will use reasonable endeavours to refund any unexpired Gift Vouchers purchased by you using a credit card by contacting you using the personal details linked to your Account. Any Gift Voucher acquired using LITT Cash will be forfeited.
- (e) Subject to clause 12, you have the right to terminate these Terms and Conditions, at any time for any reason whatsoever by cancelling your Account.
- (f) If you wish to cancel your Account, you may contact LITT by email at contact@thelittapp.com, and LITT will endeavour to cancel your Account as soon as practicable. Please note that any Content that you have posted may potentially remain accessible to others after your Account has been cancelled.

- (g) If LITT cancels your Account in accordance with clause 16(a) above, you will no longer have access to your Account, and you will no longer be authorised to use the Services.
- (h) LITT is not, to the greatest extent permitted by Law, liable for any Losses of any kind suffered by you in connection with or arising from the suspension or cancellation of your Account.

18. GOVERNING LAW

These Terms and Conditions are governed by the laws of Western Australia. You agree to submit to the exclusive jurisdiction of the courts of Western Australia.

19. SEVERANCE

If any part of these Terms and Conditions is, or becomes, void or unenforceable, that part is, or will be, severed from these Terms and Conditions so that all parts that are not, or do not become, void or unenforceable remain in full force and effect and are unaffected by that severance.

20. ASSIGNMENT

LITT's rights and obligations under these Terms and Conditions may be transferred or assigned at any time at LITT's absolute and sole discretion.

21. INTERPRETATION

- (a) Headings in these Terms and Conditions are provided for convenience only and do not form part of these Terms and Conditions or affect its interpretation.
- (b) To the extent that there is any inconsistency between these Terms and Conditions and other terms posted on the Services (including any Deals and Giveaways Terms provided to you pursuant to clause 10), these Terms and Conditions will prevail.
- (c) A clause in these Terms and Conditions must not be construed to the disadvantage of LITT merely because LITT was responsible for the preparation of these Terms and Conditions or any amendments thereto.
- (d) "Including" and similar expressions are not words of limitation.
- (e) Each of these Terms and Conditions which expressly or by its nature survives termination of these Term and Conditions shall remain fully enforceable notwithstanding such termination.