

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

Vendor Terms and Conditions

These vendor terms and conditions of service (**Vendor Terms and Conditions**) constitute an agreement between Litt Global and any party that signs up to use the Business Manager Platform and the Platform (as those terms are defined below) as a vendor and who is approved by Litt Global or any of its Related Bodies Corporate to promote and/or provide goods and/or services on the Platform (**Vendor**). Each Vendor should read these Vendor Terms and Conditions carefully – they contain important information about a Vendor’s rights and obligations, including specific limitations or requirements that may be applicable to the Vendor when using the Platform and/or the Business Manager Platform, as well as any of Litt Global’s websites.

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

1. KEY TERMS IN THESE VENDOR TERMS AND CONDITIONS

Advertisement means an advertisement in connection with a Vendor’s Business that is made accessible to Users to view and/or interact with on the Platform.

Advertisement Package means a package of advertisement options which Litt Global may offer to Vendors for purchase and which allows a Vendor to display its Advertisement (subject to the prior approval of Litt Global) to Users on the Platform.

Business means the business operated by a Vendor as specified during the Vendor’s Account registration process.

Business Manager Platform means the web based application developed by or on behalf of, and owned by, Litt Global, together with all adaptations, modifications, amendments, extensions, revisions, updates, upgrades and other changes to those products, as designed to be used by Vendors.

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.

Confidential Information means:

- (a) any information disclosed, directly or indirectly, by one party to another party before, on or after the date on which the Vendor agrees to these Terms and Conditions under or in connection with matters which are the subject of these Terms and Conditions, including information that is designated as “confidential” or in some other manner to indicate its confidential nature or any Intellectual Property Rights; and
- (b) all or any of the following as it relates to Litt Global, the Business Manager Platform or the Platform generally, including:
 - (i) technical, financial, operational, legal and other information, including any Intellectual Property Rights, systems, technology, ideas, concepts, know-how, techniques,

specifications, blueprints, tracings, diagrams, models, functions, capabilities and designs (including computer software, manufacturing processes or other information embodied in drawings or specifications);

- (ii) information derived or produced partly or wholly from any information the subject of (i) above, including any calculation, conclusion, summary or computer modelling;
- (iii) trade secrets or information which is capable of protection at law or in equity as confidential information; and
- (iv) any information and Intellectual Property Rights owned by Litt Global or its Related Bodies Corporate which are concerned with or connected to the display of Advertisements on the Business Management Platform and/or the Platform.

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

GST has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

Initial Value means the initial value loaded on a Store Gift Voucher at the time in which a User purchases that Store Gift Voucher.

Insolvency Event means for a party:

- (a) an order is made or an effective resolution is passed or legislation is enacted for its dissolution, liquidation or winding up;
- (b) it becomes insolvent or makes an assignment for the benefit of its creditors or is unable to pay its debts as the same become due;
- (c) a receiver is appointed and takes possession of the whole or a material part of its assets or undertaking and the receiver is not removed or does not withdraw within two weeks of his appointment or taking possession of those assets;
- (d) the party takes any step to obtain protection or is granted protection from its creditors, under any applicable legislation or an administrator is appointed to the party; or
- (e) the happening of any event in relation to a party which leads to the party becoming unable to pay its debts as and when they fall due.

Intellectual Property Rights means any intellectual or industrial property rights (anywhere in the world, whether at a statutory level, at common law or otherwise and whether registered or unregistered), including inventions, patents, patent applications, patent disclosures, utility models, copyright (including future copyright), trademarks, logos, design marks, service marks, systems, trade names, business names, brand names, designs, source code, know how, trade secrets, domain names, internet addresses, semiconductor or circuit layout rights, and including all applications and rights to apply for registration of those intellectual property rights, and any and all registrations, renewals, revisions, extensions, reexaminations, translations, adaptations, derivations and combinations, copies and prototypes, tangible embodiments or manifestations of those items.

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 and which will be 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 Global, its Related Bodies Corporate and/or the Vendor on the Platform from time to time, and which are only available in Australia.

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.

Platform means the proprietary social media and augmented reality software application (in iOS and Android formats) known as “Litt App” developed by or on behalf of, and owned by, Litt Global, 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)*.

Store Gift Voucher means a store gift voucher which may be used to purchase goods and/or services on the Platform from a particular Vendor.

Transaction Percentage means the percentage of each transaction which involves the redeeming of Litt Cash by a User at a Vendor’s Business which Litt Global takes as a fee for processing the payment.

User means a person who has registered a User Account on the Platform.

User Account means a personal account given to a User on the Platform.

Vendor Account means an account given to the Vendor on the Business Manager Platform which is linked to and is accessible by the Vendor on the Platform upon successful completion by that Vendor of Litt Global’s registration procedure.

2. ACKNOWLEDGEMENT OF TERMS AND CONDITIONS

- (a) By accessing and/or using the Business Manager Platform and/or the Platform in any way as a Vendor you, accept and agree to be bound by these Vendor Terms and Conditions.
- (b) These Vendor Terms and Conditions constitute the entire agreement between you and Litt Global regarding the matters set out herein and supersedes any prior representations, negotiations, agreements, understandings or arrangements between you and Litt Global, whether written or oral.
- (c) A copy of the current version of these Vendor Terms and Conditions will always be made available [here](#). You acknowledge it is your sole responsibility to review and check any updates to these Vendor Terms and Conditions from time to time.
- (d) If you do not agree with any part of these Vendor Terms and Conditions, you must immediately stop using the Business Manager Platform and the Platform as a Vendor. Your continued use of the Business Manager Platform or the Platform will be deemed acceptance of the Terms and Conditions, including any amendments made thereto on and from that time.
- (e) Litt Global may make changes to the Business Manager Platform and/or the Platform at any time. Litt Global will not be liable for any Loss incurred by you resulting from any changes made to the Business Manager Platform and/or the Platform.

3. REGISTRATION

- (a) In order to access the Business Manager Platform and the Platform as a Vendor and have your Business displayed on the Platform:
 - (i) you must first successfully register a Vendor Account;
 - (ii) your Business must be located in Australia;
 - (iii) you may only nominate 1 store location which will be linked to your Vendor Account; and
 - (iv) you will need access to an electronic device which supports the Business Manager Platform, the Platform and an internet connection.
- (b) When registering for a Vendor Account, you must:
 - (i) be authorised to act on behalf of the Business; and
 - (ii) provide Litt Global with true, full and accurate information including:
 - A.** your Business' trading name;
 - B.** detailed description about your Business' activities (including open hours);
 - C.** personal contact name;
 - D.** your Business' ABN and ACN (if applicable);
 - E.** your Business' bank account details (so as to allow Litt Global to make payments to you pursuant to these Vendor Terms and Conditions);
 - F.** your Business' address;
 - G.** a contact email address; and
 - H.** a contact mobile telephone number.
- (c) Litt Global will not be responsible for any Losses suffered by a Vendor in connection with or arising from the provision of inaccurate or incomplete information when creating a Vendor Account.
- (d) When you register a Vendor Account, Litt Global may send you an SMS text message containing a code in order to verify your phone number. By attempting to register a Vendor Account, you agree to receive an SMS text message from Litt Global. Depending on your current mobile carrier plan, you may incur charges for receiving this SMS text message (and you agree that Litt Global 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 Global 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 Vendor Account due to being unable to receive an SMS text message from Litt Global, please contact Litt Global at 1300 640 009.
- (e) Litt Global will never ask for information about your Business via email or SMS text message. If you receive an email or SMS text message purporting to be from Litt Global asking you to enter any information, please report it to Litt Global immediately and delete the email or SMS text message.

- (f) Litt Global reserves the right to, in its sole and absolute discretion, refuse to process any Vendor Account registration requests.
- (g) Upon successful registration of a Vendor Account:
 - (i) you will be provided with a Vendor Account accessible to you by a username and password of your choice; and
 - (ii) subject to you at all time complying with these Vendor Terms and Conditions, Litt Global may grant you a revocable, non-exclusive, non-transferable right to use the Business Manager Platform and the Platform as a Vendor to promote your Business on the Platform (which right is otherwise revocable).
- (h) Litt Global may refuse requests to use the Business Manager Platform and/or the Platform 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, or contain names of high profile or public figures; or contain words promoting political, religious, social, or economic issues.
- (i) Litt Global may (but is not obliged to) ask you to produce documentation to confirm your Business' details and eligibility to use the Business Manager Platform and the Platform. If you choose not to provide documentation, Litt Global may in its sole and absolute discretion cancel your Vendor Account. Litt Global will not be liable for any Loss suffered by you as a result of such cancellation.
- (j) It is your sole responsibility to ensure that your Vendor Account information is kept up to date and that you have provided Litt Global with accurate details at all times so that Litt Global can contact you for any reason in relation to the Business Manager Platform and the Platform or your use of the Business Manager Platform and the Platform. Any updates to your Vendor Account (excluding updates make to your contact information) must be submitted to Litt Global in writing and are subject to the prior approval of Litt Global. Litt Global may in its absolute discretion refuse to approve any updates to your Vendor Account information if in Litt Global's reasonable opinion the updates do not comply with these Vendor Terms and Conditions.
- (k) Litt Global may terminate the Business Manager Platform and/or the Platform at any time, and in such circumstances Litt Global will notify you via the information provided by you when registering your Vendor Account or as updated by you as required under this clause 3. Litt Global will not be liable for the termination of its Business Manager Platform and/or the Platform or any Loss suffered by you as a result of such termination.
- (l) Litt Global is not liable to you for any Loss you may incur as a result of:
 - (i) failing to provide full and accurate details at all times; or
 - (ii) any delay or failure by you to receive any communication from Litt Global regarding the Business Manager Platform or the Platform.

4. ACCOUNT SECURITY

4.1. Security

- (a) It is your sole responsibility at all times to ensure your username and password required for you to access your Vendor 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 Vendor Account to anyone else unless you have obtained prior written consent from Litt Global (which will be given in Litt Global's sole and absolute discretion). You must not allow anyone else to use your Vendor Account. Litt Global may suspend or cancel your Vendor Account if it suspects you are in breach of this clause.
- (c) You must not use another Vendor's Vendor Account without their and Litt Global's express written consent. Litt Global may require proof of the other Vendor's consent at any time.
- (d) You must notify Litt Global immediately upon becoming aware of any unauthorised use of your username, password or Vendor Account or of any other breach of security associated with your Vendor Account. Once notified, Litt Global will reset your password and send a new password to the email address provided by you. Litt Global may (but is not obliged to) take any further action as it considers necessary. Litt Global may (but is not obliged to) suspend your Vendor Account in order to prevent any activity on the Vendor Account during the breach of security.
- (e) Whilst Litt Global takes its security obligations seriously, you are responsible for all activities which occur under your Vendor Account (regardless of whether you know about them) and Litt Global is not liable for any Loss whatsoever that you may incur as a result of any unauthorised use of your Vendor Account.
- (f) Any use of the Business Manager Platform or the Platform which can be attributed to your Vendor Account will be considered to be use of the Business Manager Platform or the Platform by you as a Vendor, unless you have previously notified Litt Global in writing of an unauthorised use of your Vendor Account, or of any other breach of security associated with your Vendor Account and at the relevant time the breach has not been remedied by Litt Global pursuant to clause 4.1(d).
- (g) You may, to the greatest extent permitted by Law, be held responsible for any Losses incurred by Litt Global or any third party (including a User) due to any unauthorised use of your Vendor Account.

4.2. No Tampering

- (a) Neither you nor anyone having access to your Vendor Account may do, or attempt to do, any of the following:
 - (i) use the Business Manager Platform or the Platform in a way which is, in Litt Global's opinion, contrary in any way to these Vendor Terms and Conditions;
 - (ii) access areas of the Business Manager Platform or the Platform which you are not authorised to access;
 - (iii) alter or tamper with any part of the Business Manager Platform or the Platform except as expressly authorised;
 - (iv) send unsolicited email, chat messages or chain letters to other Users or Vendors;
 - (v) use any automated means or interface including (without limitation) tracking software, robots, spiders or similar technological devices or programs not provided by Litt Global to access the Platform or the Business Manager Platform or to track Vendors' and Users' usage of the Platform or the Business Manager Platform;
 - (vi) reverse engineer any aspect of the Platform or the Business Manager Platform or do anything to discover the source code, or to circumvent measures put in place by Litt

Global to prevent or limit access to any area of the Platform or the Business Manager Platform;

- (vii) send viruses, or any computer code, file or program to the Platform or the Business Manager Platform 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 Platform or the Business Manager Platform to the commercial disadvantage of Litt Global or in a manner otherwise adverse to the business interests of Litt Global.

Litt Global reserves the right to take any action Litt Global deems necessary to detect, identify, prevent, or stop any conduct which, in Litt Global's opinion, constitutes a prohibited use under this clause 4.2, even if it does not specifically violate any of these Vendor 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 Vendor Account.

5. PRIVACY

- (a) To allow you to use the Business Manager Platform and the Platform, Litt Global needs full and accurate personal information about you and your Business. Litt Global will only use that information where Litt Global has a legal basis to do so.
- (b) Litt Global's [Privacy Policy](#) sets out the type of information collected by Litt Global, how Litt Global uses that information and your rights in connection with that information.
- (c) By using the Business Manager Platform and/or the Platform, you are deemed to have read and accepted the [Privacy Policy](#) (as amended from time to time).
- (d) Litt Global 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 Business Manager Platform and/or the Platform after any such amendment to the [Privacy Policy](#) will be taken as your acceptance of the terms of the amended [Privacy Policy](#).

6. ADVERTISEMENTS AND CONTENT

6.1. Acknowledgements

You acknowledge and agree that:

- (a) your use of the Business Manager Platform and the Platform is entirely at your own risk;
- (b) subject to Litt Global's approval, Advertisements submitted by you on the Business Manager Platform may subsequently be published on the Platform (subject to you paying to do so). Any Advertisement which you wish to publish on the Platform must first be submitted on the Business Manager Platform and must be approved by Litt Global prior to it being published on the Platform. Such approval may be withheld by Litt Global without reason;
- (c) Litt Global may, from time to time, request you accept additional terms and conditions in connection with the publication of your Advertisement on the Platform (which will be made available on the Business Manager Platform). In such circumstances, publication of your Advertisement on the Platform will not occur unless you accept such terms and conditions;

- (d) you will not be able to have any Advertisement published on the Platform without Litt Global's prior approval;
- (e) if Litt Global approves an Advertisement submitted to Litt Global by you, Litt Global will notify you of its approval and provide you with details of Litt Global's Advertisement Packages available for you to purchase in relation to that Advertisement. You must pay Litt Global for the Advertisement Package selected by you in order to have the Advertisement published on the Platform;
- (f) any payment to be made by you in relation to an Advertisement Package is to be made by credit card or electronic funds transfer. Where you confirm your selection of an Advertisement Package:
 - (i) Litt Global or its third party processor will process your payment as well as any GST and service charges as itemised on the final screen (**Accepted Amount**);
 - (ii) you will be deemed to have accepted making such payment by electronic funds transfer or by using your nominated credit card;
 - (iii) if you elect to pay by using your nominated credit card, you authorise Litt Global to debit the Accepted Amount from your nominated credit card. If your nominated credit card is declined by your financial institution, Litt Global will not be required to fulfil your order and may (but is not obliged to) contact you to make alternative payment arrangements.
- (g) to the greatest extent permitted by law, you hereby release Litt Global 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 Business Manager Platform and/or the Platform, including for negligence, inherent and unforeseen risks, injury or damage to persons or property and the actions of Users, Vendors and other third parties;
- (h) without limiting these Vendor Terms and Conditions you are, to the greatest extent permitted by Law, liable for and must indemnify and keep indemnified Litt Global and its Related Bodies Corporate against any and all Claims and Losses of Litt Global and/or its Related Bodies Corporate which are caused or contributed to by any breach or alleged breach of these Vendor Terms and Conditions by you;
- (i) Litt Global reserves the right, but not the obligation, to monitor the Business Manager Platform and the Platform and your use of either of them and Litt Global may, at its sole and absolute discretion, choose to modify or delete any Advertisement, Content or material that you post on the Platform and/or the Business Manager Platform, or suspend or delete your Vendor Account and remove your access to the Business Manager Platform and/or the Platform if, in Litt Global's sole and absolute opinion, your Content breaches any of these Vendor Terms and Conditions, or is otherwise in bad taste, even if it does not specifically breach any of these Vendor Terms and Conditions.

6.2. Vendor Obligations

- (a) You agree to:
 - (i) comply with all Laws which may be applicable to the use of the Business Manager Platform and the Platform including, without limitation, copyright laws;
 - (ii) comply with all Laws which may be applicable to Advertisements, such as laws regulating the advertisement of gambling and/or alcohol;

- (iii) report to Litt Global immediately if you see any Content posted on the Business Manager Platform or the Platform by any User or Vendor that is in breach of these Vendor Terms and Conditions;
 - (iv) adhere to generally accepted rules of etiquette and standards of behaviour in your use of the Business Manager Platform and the Platform, posting of Content and interactions with Litt Global, Users, other Vendors or third parties via the Business Manager Platform and the Platform.
- (b) You must not:
- (i) make available or publish Advertisements or Content on the Business Manager Platform or the Platform containing any unlawful or inappropriate content and you will not submit inaccurate, misleading or inappropriate content, including data submissions, edits or requests;
 - (ii) use or encourage or enable any other party to use the Business Manager Platform or the Platform to violate any applicable Law as outlined in these Vendor Terms and Conditions;
 - (iii) use the Business Manager Platform or the Platform to discriminate against, spam, harass, stalk or otherwise inappropriately communicate with other Users and Vendors;
 - (iv) use or misuse the Business Manager Platform or the Platform in any way which may impair the Business Manager Platform, the Platform or systems used to deliver the Business Manager Platform and/or the Platform;
 - (v) interfere with any other person's use of and enjoyment of the Business Manager Platform or the Platform;
 - (vi) 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 Business Manager Platform or the Platform are hosted;
 - (vii) transmit, or input onto the Business Manager Platform or 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);
 - (viii) obtain or attempt to obtain any Content, materials or information of Litt Global and its Related Bodies Corporate through any means not intentionally made available through the Business Manager Platform or the Platform.
- (c) The Advertisements and Content in connection with your Business on the Business Manager Platform and/or the Platform must not contain, and Litt Global may refuse, suspend or withdraw any Advertisement or Content on the Business Manager Platform or the Platform which 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) misleading or deceptive content, or content which is likely to mislead or deceive; or
 - (x) any website links or URLs that show content which would contravene these Vendor Terms and Conditions if posted on the Business Manager Platform and/or the Platform.
- (a) Without limiting these Vendor Terms and Conditions, you:
- (i) to the greatest extent permitted by Law, are liable for and must indemnify and keep indemnified Litt Global and its Related Bodies Corporate against any and all Claims liability and Losses incurred by Litt Global and/or its Related Bodies Corporate; and
 - (ii) release and discharge Litt Global 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 Global or its Related Bodies Corporate,

which are caused by or contributed to or in any way connected with any breach of this clause 6.2.

7. LITT CASH

- (a) Users may acquire Litt Cash, in such amounts which will be calculated by Litt Global in its absolute discretion, each time Users view the entire duration of an Advertisement or interact with an Advertisement, as applicable, which is published on the Platform. Litt Cash will be denominated in dollars and cents and will have the same value when used as Australian currency.
- (b) You may allow Users to redeem Litt Cash for goods or services from your Business.
- (c) If you choose to allow Users to redeem Litt Cash for goods or services from your Business, you acknowledge as follows:
 - (i) You must offer those goods or services to Users on no less favourable terms than how those goods and services would be offered to customers using other payment methods (including by cash or credit card). You must ensure the Litt Cash value corresponds with the recommended retail price of any goods or services made available by you on the Business Manager Platform and/or the Platform.
 - (ii) You must at all times ensure you have a printed version of your businesses’ unique QR code on display at your checkout (or point of sale) in a form capable of being scanned by Users. You acknowledge that this is a requirement in order for you to be able to accept payments made by Users using LITT Cash.

- (iii) Where a User makes a QR code payment, the Business Manager Platform will not be linked to your point of sale system. Instead, each time a User redeems Litt Cash using the QR code for your goods and/or services, it is your responsibility to manually input the relevant transaction into your point of sale system.
- (iv) In addition to QR code payments, you may also choose to accept payments from a User using their LITT Visa card (if the User has one) at your checkout (or point of sale). If you choose to accept this form of payment, you will need to add your Merchant ID to your Vendor Account profile on the Business Manager Platform to enable this to occur.
- (v) For any payment which is made using a LITT Visa card, you will receive settlement via your bank via your usual bank settlement process.
- (vi) Litt Global will be entitled to the Transaction Percentage in relation to each transaction involving Litt Cash redeemed by Users to purchase goods and/or services from your Business (whether by QR code payment or through a LITT Visa card).
- (vii) For QR code payments, Litt Global will reimburse you as soon as reasonably practicable, and in any event within 10 days, for the recommended retail price of goods or services purchased by Users from you via Litt Cash minus the Transaction Percentage, subject to you first providing Litt Global with evidence (which must be acceptable to Litt Global in its absolute discretion) of the User's purchase of your goods or services via Litt Cash.
- (viii) For payments made by a LITT Visa card, Litt Global will invoice you for the Transaction Percentages for such transactions. You may agree to a Direct Debit authority [so as to enable Litt Global to automatically process payments on the relevant invoice due date. If you do not have a Direct Debit authority, you must pay any invoice issued to you within 14 days. If you do not make payment of any invoice by the required due date, Litt Global may (in its discretion and without limitation to any of Litt Global's other rights under these Vendor Terms and Conditions or at law):
 - (A) automatically and without further notice to you suspend your access of, and visibility, on the Platform; and
 - (B) charge interest on the outstanding amount at the rate of 10% per annum; and
- (ix) you are not under any circumstances permitted to process 'cash out' requests by Users who pay using LITT Pay. Litt Global will not be liable to you in any way if you take such action, and (to the maximum extent permitted by law) you release Litt Global from any claim you may directly or indirectly have in relation to such action.
- (d) You acknowledge that other than clause 7(b) and clause 7(c), Litt Cash is otherwise of no value, unable to be used as currency by a User and cannot be used outside of the Platform.
- (e) Litt Global 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 any use whatsoever of Litt Cash by Users.

8. STORE GIFT VOUCHERS

- (a) Vendors and Users may acquire Store Gift Vouchers from the Platform, which may be used by the Vendor or User (as applicable) and redeemed for goods or services supplied by Vendors.
- (b) To allow Users and other Vendors to purchase goods and services from your Business with Store Gift Vouchers, you must first make a written request to Litt Global which specifies the nature, quantity and value of Store Gift Vouchers which you wish to be made available to Users and

other Vendors on the Platform. Your ability to issue Store Gift Vouchers to Users and other Vendors on the Platform is subject to Litt Global's prior approval. Litt Global reserves the right to, in its sole and absolute discretion, refuse any request made by Vendors in relation to the issuing of Store Gift Vouchers.

- (c) You acknowledge that:
- (i) Store Gift Vouchers will be subject to the particular terms and conditions which are set by Litt Global (**Voucher Terms**);
 - (ii) by requesting to issue Store Gift Vouchers on the Platform, you agree that all Store Gift Vouchers issued by you on the Platform will be subject to the Voucher Terms. Litt Global urges you to carefully read the Voucher Terms;
 - (iii) Users and other Vendors must be able to redeem a Store Gift Voucher which they acquired in relation to your Business by scanning your unique QR code at the point of sale. You must at all times ensure you have your unique QR code on display and process transactions involving Store Gift Vouchers. Upon scanning your unique QR code, the User will be prompted to input the value to be deducted from the User's Store Gift Voucher in relation to the transaction;
 - (iv) Litt Global will be entitled to the Transaction Percentage in relation to each transaction involving a Store Gift Voucher redeemed by Users to purchase goods and/or services from your Business, to be paid in the manner set out in clause 7(c)(vii);
 - (v) you are not permitted under any circumstances to process 'cash out' requests by Users in relation to Store Gift Vouchers. Litt Global will not be liable to you in any way if you take such action, and (to the maximum extent permitted by law) you release Litt Global from any claim you may directly or indirectly have in relation to such action;
 - (vi) Litt Global is not a representative, partner or agent of any Vendor and is not responsible for Store Gift Vouchers issued by Vendors. Litt Global does not endorse any goods or services provided by Vendors and in no event will Litt Global be responsible or liable for any goods or services offered by Vendors;
 - (vii) in the event the cancellation by Litt Global of any aspect of the Platform affects the ability of a Vendor to use or redeem a Store Gift Voucher which has been purchased using a credit card, Litt Global will use reasonable endeavours to contact the purchasing Vendor (using the personal details linked to the Vendor's relevant Vendor Account) and refund the outstanding value of the Store Gift Voucher to the extent the ability to use that Store Gift Voucher has been affected. If, after using reasonable endeavours, Litt Global has been unable to contact the purchasing Vendor to refund the outstanding value of the Store Gift Voucher, then that Store Gift Voucher may be forfeited; and
 - (viii) Litt Global is not responsible if a Store Gift Voucher is lost, stolen, destroyed or used without permission.
- (d) To the greatest extent permitted by Law, you hereby waive and release Litt Global 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 the redemption or use of Store Gift Vouchers by Users at your Business.

9. PAYMENT

- (a) Any payments made by you on the Business Manager Platform or the Platform are to be made by credit card or by electronic funds transfer.
- (b) Where you elect to make a payment by using a credit card, Litt Global or a third party processor engaged by Litt Global will process your payment. Once you press the “Confirm Order” button, Litt Global 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 Global 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 Global 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 Global may decide at any time not to accept payment from you for any reason. If Litt Global declines to accept payment, Litt Global will not process your order and may not contact you to inform you that your order will not be processed. Litt Global 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 Global with details to make any payments via the Platform, and you agree to indemnify Litt Global for any Loss suffered as a result of you not having such funds available.

10. GST

You as the Vendor are solely responsible for ensuring you comply with all applicable taxation requirements and make payment of all taxes and duties regarding your use of the Business Manager Platform and/or the Platform (including but not limited to determining whether you are required to be registered for GST and for disclosing and accounting for GST as required by law).

11. LITT DEALS AND GIVEAWAYS

- (a) You may offer Litt Deals and Giveaways to Users on the Platform from time to time.
- (b) Litt Global reserves the right in its absolute discretion to:
 - (i) monitor any Litt Deals and Giveaways offered on the Platform; and
 - (ii) remove any Litt Deals and Giveaways from the Platform at any time due to any breach of these Vendor Terms and Conditions.
- (c) You must ensure that all terms and conditions which apply to a Litt Deal and Giveaway proposed by you comply with all relevant Laws, and you indemnify Litt Global 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 any failure of such terms and conditions to comply with all Laws.
- (d) The location of Litt Deals and Giveaways is set by geofencing technology utilised by the Business Manager Platform and/or the Platform which may establish a virtual zone around your Business’ address as provided by you (**Virtual Zone**). The size of the Virtual Zone in which your Business is located may be different to that of another Vendor who has its Business displayed on the Platform.
- (e) You acknowledge any costs which may be incurred by you in connection or arising from any Litt Deals and Giveaways related to your Business, are your own responsibility.

- (f) You must allow Users to redeem a Litt Deal and Giveaway in connection with your Business pursuant to the terms and conditions which apply thereto.
- (g) To the greatest extent permitted by Law, you hereby release Litt Global and its Related Bodies Corporate from any and all Claims, liability and Losses 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 a User or you as Vendor) or to property.

12. INTELLECTUAL PROPERTY

12.1. Vendor Content and Advertisements

- (a) Any Content and Advertisements that you post on the Business Manager Platform and/or 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 or Advertisement 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 and Advertisements that you post on the Business Manager Platform and/or 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 Business Manager Platform and/or the Platform by you. If such Content and/or Advertisement is a work of joint authorship, you must obtain the written consent from all joint author(s) of the work to post it on the Business Manager Platform and the Platform.
- (c) In order to allow Litt Global to display your Content and Advertisements on the Business Manager Platform and the Platform, you agree to grant Litt Global 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 your Content and/or Advertisement on any sub-page within the Business Manager Platform and the Platform or otherwise at Litt Global's entire discretion (including for any marketing purposes), and warrant that there are no legal or equitable impediments to you granting Litt Global and its Related Bodies Corporate this licence.
- (d) Where there are moral rights in accordance with any applicable law subsisting in your Content and Advertisements, you grant your consent, and must procure the consent of all other joint author(s), to allow Litt Global and its Related Bodies Corporate to exploit all Intellectual Property Rights in Content and Advertisements posted by you at Litt Global's entire discretion, even where such use may amount to an infringement of the author's (or authors') moral rights.

12.2. Our Content

- (a) All Content on the Business Manager Platform and the Platform including, without limitation, the text, graphics, and photos created by and for Litt Global, and Litt Global's name, logo and trade marks (whether registered or unregistered), as well as the 'look and feel' of the Business Manager Platform and the Platform, including its structure, sequence and organisation (**Our Content**) are owned by or licensed to Litt Global, and is subject to copyright and other Intellectual Property Rights under Australian and foreign Laws and international conventions.
- (b) Our Content on the Business Manager Platform and 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 Global's prior written consent or as expressly permitted herein. Litt Global makes

no representation or warranty as to the truth or accuracy of any information contained in Our Content.

- (c) Litt Global reserves all its rights at Law and in equity in connection with Our Content. The Business Manager Platform and the Platform, 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 Business Manager Platform and/or the Platform 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 Business Manager Platform and/or the Platform; or
 - (ii) infringe, or which has the effect of infringing, any of Litt Global'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 Global's exclusive ownership of any Intellectual Property Rights in the Business Manager Platform and/or the Platform.
- (f) From time to time, you may contact Litt Global with any suggestion, comment, feedback or request that you may have in relation to the Business Manager Platform or the Platform. By doing so, you acknowledge that the Intellectual Property Rights in any alteration or modification to the Business Manager Platform or the Platform made as a result of a suggestion, comment, feedback or request that you have made, will immediately belong to Litt Global 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 Vendor 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.

12.3. Open Source Content

- (a) The Business Manager Platform and 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 Global is governed by the relevant open source licences. Litt Global's use of such material, if any, in developing the Business Manager Platform and the Platform does not infringe any third party intellectual property or other rights.
- (b) If you use the Business Manager Platform or the Platform in a manner that is not permitted under these Vendor Terms and Conditions, Litt Global 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 Global and its Related Bodies Corporate harmless from and against any and all Claims, costs, expenses, damages, liability and Loss incurred as a result of your use of the Business Manager Platform or the Platform in a manner not permitted under these Vendor Terms and Conditions.

13. INDEMNITY

- (a) To the greatest extent permitted by Law, you indemnify Litt Global and its Related Bodies Corporate against any and all Claims, damages and Losses which may be incurred as a result of, or in connection with (without limitation) any:
- (i) breach or alleged breach of these Vendor Terms and Conditions;
 - (ii) Intellectual Property Rights 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 13(a), you release and discharge Litt Global 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 Global or its Related Bodies Corporate in connection with these Vendor Terms and Conditions, the Platform or the Business Manager Platform.
- (c) Any failure or delay in or by Litt Global in enforcing any part of these Vendor Terms and Conditions is not to be construed as a waiver of Litt Global's rights. Any waiver of Litt Global's rights must be given in writing.
- (d) You acknowledge this clause 13 survives your use of the Business Manager Platform or the Platform (including after the cancellation of your Vendor Account).

14. LIMITATION OF LIABILITY

- (a) Notwithstanding any other provision in these Vendor Terms and Conditions, Litt Global 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 your use of the Business Manager Platform or the Platform.
- (b) Litt Global will use reasonable endeavours to ensure that the Business Manager Platform and the Platform are functional at all times. However, Litt Global make no warranties whatsoever that the Business Manager Platform or the Platform will be fully functional and free of errors, bugs or viruses. Accordingly, you agree that Litt Global will not be held liable for any delay, disruption or interruption in your access to the Business Manager Platform or the Platform or to a Users' ability to view and/or interact with your Advertisements and/or Content on the Platform. You further agree that Litt Global 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 Business Manager Platform or the Platform, or any errors, bugs or viruses, whether or not it results in any destruction, interruption or damage to your electronic device from which the Business Manager Platform and/or the Platform is accessed.
- (c) Litt Global and its Related Bodies Corporate may plead this clause 14 as a complete defence to any action, proceeding or suit, which may be taken or commenced by a Vendor or on their behalf arising out of the matters referred to in these Vendor Terms and Conditions and until this clause 14 is set aside by a final order of a Court, the Vendor must consent to an order staying such action, suit or proceeding.

15. DISPUTE RESOLUTION

- (a) If you have any dispute with Litt Global in relation to these Vendor Terms and Conditions or Litt Global's enforcement of these Vendor Terms and Conditions (**Dispute**), you must:
 - (i) notify Litt Global of the Dispute by all reasonable means, including by email to **contact@thelittapp.com (Notification of Dispute)**;
 - (ii) co-operate with Litt Global or Litt Global's authorised representative to resolve the Dispute.
- (b) Within 60 days of Litt Global receiving your Notification of Dispute, you and Litt Global 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 Global after the 60 day period referred to in clause 15(b) above (or, where both you and Litt Global 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 Global, or if such agreement cannot be reached, a mediator appointed by the ADC.
- (d) You and Litt Global 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 15(c) above will be borne equally between both parties.
- (f) During the Dispute, these Vendor 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 15. However, nothing in this clause 15 denies Litt Global the right to seek urgent interlocutory relief (including an injunction) from an appropriate court in relation to any Dispute arising under these Vendor Terms and Conditions.

16. AMENDMENT OF TERMS AND CONDITIONS

- (a) Litt Global reserves the right, in its sole discretion, to amend these Vendor Terms and Conditions at any time, which amended Terms and Conditions shall be immediately binding upon you. Litt Global will use reasonable endeavours to notify you of any updates or changes to these Vendor 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 Vendor Terms and Conditions once Litt Global has posted them [here](#) or notified you by email. You agree that your continued use of the Business Manager Platform or the Platform 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 Vendor 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 Business Manager Platform and the Platform.

- (d) Notwithstanding clause 16(b) above, where you notify Litt Global of a Dispute in accordance with clause 15 above, any amendments made to these Vendor Terms and Conditions after you have notified Litt Global 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 VENDOR ACCOUNT

- (a) Litt Global reserves the right to suspend your Vendor Account at any time and for any breach of these Vendor Terms and Conditions or any alleged breach of these Vendor Terms and Conditions pending investigation. The suspension of your Vendor Account may result in any Advertisements or Content in connection with your Business being removed from the Platform.
- (b) At conclusion of an investigation into any alleged breach of these Vendor Terms and Conditions by you, Litt Global may in its sole and absolute discretion:
 - (i) reactivate your Vendor Account;
 - (ii) temporarily suspend your Vendor Account; or
 - (iii) permanently cancel your Vendor Account in accordance with the remainder of this clause 17.
- (c) Litt Global reserves the right to cancel your Vendor Account at any time and for any breach of these Vendor Terms and Conditions. If Litt Global cancels your Vendor Account, you may not, under any circumstances, register a new Vendor Account without prior written consent and approval from Litt Global.
- (d) Subject to clause 13, you have the right to terminate these Vendor Terms and Conditions, at any time for any reason whatsoever by cancelling your Vendor Account.
- (e) If you wish to cancel your Vendor Account, you may contact Litt Global by email at ***contact@thelittapp.com*** and Litt Global will endeavour to cancel your Vendor Account as soon as practicable.
- (f) If Litt Global cancels your Vendor Account in accordance with clause 17(a) above, you will no longer have access to your Vendor Account, and you will no longer be authorised to use, and must not use, the Business Manager Platform or the Platform.
- (g) Upon the cancellation of your Vendor Account:
 - (i) any Advertisements or Content in connection with your Business may be removed from the Business Manager Platform and/or the Platform;
 - (ii) Litt Global will reimburse you as soon as reasonably practicable for any outstanding amounts owed to you pursuant to these Vendor Terms and Conditions.
- (h) Litt Global 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 Vendor Account.

18. WARRANTIES

By creating a Vendor Account, you represent and warrant to Litt Global (to the extent applicable to you as a Vendor) that:

- (a) you are duly incorporated and validly exist under the laws of your place of incorporation;

- (b) no Insolvency Event has occurred in relation to you;
- (c) the creation of a Vendor Account by you has been authorised by all necessary corporate action;
- (d) you have full power and lawful authority to agree to these Terms and Conditions and to consummate and perform or cause to be performed its obligations under these Terms and Conditions;
- (e) these Terms and Conditions constitute a legal, valid and binding obligation upon you;
- (f) you will not infringe the Intellectual Property Rights or any other rights of any third party by creating a Vendor Account or carrying out your obligations under these Terms and Conditions;
- (g) you have had adequate opportunity to obtain competent legal and other professional advice concerning the terms and effect of these Terms and Conditions;
- (h) you understand the legal significance and effect of creating a Vendor Account and have obtained independent legal advice in relation to these matters;
- (i) you have not been induced to agree to these Terms and Conditions by any promise, representation, improper pressure, coercion or undue influence from Litt Global or otherwise;
- (j) you are aware Litt Global is relying on the warranties in this clause 18 if Litt Global approves any Vendor Account registration request made by you;
- (k) you consider the terms of these Terms and Conditions are fair and reasonable in all the circumstances; and
- (l) the terms of these Terms and Conditions are binding upon you.

19. CONFIDENTIALITY

- (a) Subject to clause 19(e), the Vendor and Litt Global agree in respect of each other's Confidential Information:
 - (i) the Confidential Information is strictly confidential;
 - (ii) they must not disclose or publish and must use their best endeavours and take all necessary or desirable measures to prevent the disclosure or publication of the Confidential Information to any third party;
 - (iii) they must immediately notify the each other of any infringement, misuse or misappropriation of the Confidential Information of which they may become aware of;
 - (iv) the Confidential Information and all information relating to the Confidential Information must be stored in a place which is safe and secure; and
 - (v) the Confidential Information will at all times remain the sole, absolute and exclusive property of the disclosing party. Nothing in these Terms and Conditions constitutes the grant of any right, title or interest of any kind in or relating to the other's Confidential Information and Litt Global and the Vendor must not make any claim to any such right, title or interest.
- (b) The Vendor must not make any use of Litt Global's Confidential Information or any part of it to the competitive disadvantage of Litt Global or in a manner otherwise adverse to the business interests of Litt Global.

- (c) Notwithstanding any clause in these Terms and Conditions, the Vendor acknowledges and agrees that any analytics, reports, analyses, data compilations and any other data and information that relate to the Platform, Business Manager Platform or User web traffic, online flow or activity in connection with any Advertisement constitutes Confidential Information that will be the property of Litt Global and which Litt Global may disclose, use and exploit for any business purpose in its sole discretion.
- (d) Subject to clause 19(e), the Vendor and Litt Global must not disclose any of each other's Confidential Information to any person, other than:
 - (i) their professional advisers in relation to their rights under and performance of these Terms and Conditions;
 - (ii) their respective officers, employees, agents or contractors for the sole purpose of complying with these Terms and Conditions; or
 - (iii) with the prior written consent of the other.
- (e) The Vendor and/or Litt Global may disclose each other's Confidential Information to the extent disclosure is required:
 - (i) by Law;
 - (ii) to enforce these Terms and Conditions; or
 - (iii) to give effect to the terms of these Terms and Conditions.
- (f) For the avoidance of doubt, it will not be a breach of these Terms and Conditions to disclose each other's Confidential Information which:
 - (i) is publicly available or has previously been disclosed as at the date on which the Vendor becomes subject to these Terms and Conditions; or
 - (ii) becomes publicly available subsequent to the date on which the Vendor becomes subject to these Terms and Conditions in the absence of a breach of confidentiality.
- (g) Upon termination of your access to the Business Manager Platform and/or the Platform, you agree to, upon Litt Global's request, deliver to Litt Global or destroy all of Litt Global's Confidential Information that you have in your possession or control.

20. GOVERNING LAW

These Vendor 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.

21. SEVERANCE

If any part of these Vendor Terms and Conditions is, or becomes, void or unenforceable, that part is, or will be, severed from these Vendor 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.

22. ASSIGNMENT

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

23. INTERPRETATION

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