

# KIPCULE: Terms & Conditions

Thank you for visiting our website. This website is operated by KOJI Group Pty Ltd (ACN 158 839 340), it is free to use and the majority of the functions of the website do not require a user to create an account. By accessing and/or using this website and related services, you agree to these Terms and Conditions, which include our Privacy Policy (available at [www.kipcule.com.au](http://www.kipcule.com.au)) (Terms). You should review our Privacy Policy and these Terms carefully and immediately cease using our website if you do not agree to these Terms.

In these Terms, 'us', 'we' and 'our' means KOJI Group Pty Ltd and our related bodies corporate.

## 1 Registration

You will need to register an account with us or provide us with your personal information in mandatory fields to access certain features of our website, such as purchasing our goods. When you register and activate your account or check-out as a guest, you will provide us with personal information such as your name, company name (if required), ABN/ACN (if required), email address, gender, date of birth, telephone number and address. You must ensure that this information is accurate and current. We will handle all personal information we collect in accordance with our Privacy Policy.

When you register and activate your account, we will ask you to choose a login email and password which we may verify by email. We may require additional verification at our discretion. You are responsible for keeping this login email and password secure and are responsible for all use and activity carried out under this login email.

To create an account, you must be:

- at least 18 years of age;
- possess the legal right and ability to enter into a legally binding agreement with us; and
- agree and warrant to use the website in accordance with these Terms.

We will use our reasonable commercial efforts to keep our website available on a 24 hour/7 days a week basis, subject to necessary scheduled downtime for maintenance, unscheduled maintenance and system outages. Your access to our website may not be uninterrupted or available at all times.

We reserve the right to refuse service and/or terminate accounts without prior notice if you violate these Terms or if we decide, in our sole discretion, that it would be in our best interests to do so.

## 2 Ordering

When placing an order with us via this website or via telephone or via email or any electronic device, you confirm that all the details that you have provided are true and correct.

If you purchase the goods advertised through this website for resale, you warrant that you possess the necessary licences or permits to do so.

## 3 Cancellations

You agree that once an order has been submitted through our website or via telephone or via email or any electronic device, it cannot be cancelled by you. If you wish to change or cancel your order, please contact us as soon as possible. Every attempt will be made to accommodate your request but we cannot guarantee that we will cancel or change an order once it has been placed.

We may cancel your order before delivery in whole or in part, including if we have received payment from you or sent you a tax invoice, if:

- a) any of the ordered goods are not available;
- b) there was an error in the description of any ordered goods or their price as advertised by us; or
- c) your order is in breach of these Terms or any law.

#### **4 Delivery**

We take no responsibility for incorrect delivery address details provided by you.

Any delivery timeframes quoted on the website are a guide only and delivery times may be longer than estimated due to circumstances outside our control. We do not accept liability for any loss, damage or delay occasioned to you arising from late or non-delivery of the goods.

Risk and title to the goods, passes to you upon delivery of the goods to the delivery address provided by you. We do not accept responsibility for any loss or damage to goods in transit caused by any event of any kind or by any person.

#### **5 Exchange of goods**

Our liability for goods is limited to making good any defects, which must be done by replacement, provided that:

- a) you have followed all instructions relating to the supply of artwork files and have not made any errors in the supply of artwork files;
- b) you inspect the delivered goods within two days of delivery;
- c) the defective goods are promptly returned to us;
- d) the goods have not received maltreatment, inattention or interference;
- e) the goods are accompanied by proof of purchase; and
- f) the goods are in their original packaging and condition.

Except as provided in these conditions, all express and implied warranties, guarantees and conditions under statute or general law as to merchantability, description, quality, suitability or fitness of the goods are expressly excluded to the extent permissible by law. We are not liable for physical or financial injury, loss or damage or for consequential loss or damage of any kind arising out of the supply, delivery or consumption of the goods.

#### **6 Price**

We reserve the right to change prices without notice. Any price change will not apply to orders placed before the price change.

#### **7 Terms of Payment**

Full payment is required at the time of order.

#### **8 Our Databases**

We maintain a database of our registered users.

If you are a registered user, you may add, delete and/or modify information about you in our database.

If you become a registered user on another website with which we are associated, with your consent, we may:

- a) copy or transfer your information to another database we maintain; and
- b) link your registration on this website with your registration on the other website.

#### **9 Collection Notice**

We collect personal information about you in order to respond to your enquiry, process your registration, contact you in relation to an order and for purposes otherwise set out in our Privacy Policy.

We may disclose that information to third parties that help us deliver our services (including information technology suppliers, communication suppliers and our business partners) or as required by law. If you do not provide this information, we may not be able to provide all of our

services to you. We may also disclose your personal information to recipients that are located outside of Australia, including storing information with our cloud providers.

Our Privacy Policy explains: (i) how we store and use, and how you may access and correct your personal information; (ii) how you can lodge a complaint regarding the handling of your personal information; and (iii) how we will handle any complaint. If you would like any further information about our privacy policies or practices, please contact us at or [info@kipcule.com.au](mailto:info@kipcule.com.au)

By providing your personal information to us, you consent to the collection, use, storage and disclosure of that information as described in the Privacy Policy and these Terms.

## 10 Accuracy, completeness and timeliness of information

The information on our website is not comprehensive and is intended to provide a summary of the subject matter covered. While we use all reasonable attempts to ensure the accuracy and completeness of the information on our website, to the extent permitted by law, including the Australian Consumer Law, we make no warranty regarding the information on this website. You should monitor any changes to the information contained on this website and make your own enquiries.

We are not liable to you or anyone else if interference with or damage to your computer systems occurs in connection with the use of this website or a linked website. You must take your own precautions to ensure that whatever you select for your use from our website is free of viruses or anything else (such as worms or Trojan horses) that may interfere with or damage the operations of your computer systems.

We may, from time to time and without notice, change or add to the website or the information, goods or services described in it. However, we do not undertake to keep the website updated. We are not liable to you or anyone else if errors occur in the information on the website or if that information is not up-to-date.

We may, from time to time, amend these Terms. To amend the Terms, we must notify you by email or post a notice on our website.

You agree to notify us if your information changes.

## 11 Promotions and competitions

For certain campaigns, promotions or contests, additional terms and conditions may apply. If you want to participate in such a campaign, promotion or contest, you need to agree to the relevant terms and conditions applicable to that campaign, promotion or contest. In case of any inconsistency between such terms and conditions and these Terms, those terms and conditions will prevail.

## 12 Linked sites

Our website may contain links to websites operated by third parties. Those links are provided for convenience and may not remain current or be maintained. Unless expressly stated otherwise, we do not endorse and are not responsible for the content on those linked websites and have no control over or rights in those linked websites.

## 13 Intellectual property rights

Unless otherwise indicated, we own or license from third parties all rights, title and interest (including copyright, designs, patents, trademarks and other intellectual property rights) in this website and in all of the material (including all text, graphics, logos, audio and software) made available on this website (**Content**).

By posting any material on our website or one of our social media accounts, you warrant that you have the right to post the material and grant us a non-exclusive licence to use the material.

Your use of this website and use of and access to any Content does not grant or transfer any rights, title or interest to you in relation to this website or the Content. However we do grant you a licence to access the website and view the Content on the terms and conditions set out in these Terms and, where applicable, as expressly authorised by us and/or our third party licensors.

Any reproduction or redistribution of this website or the Content is prohibited and may result in civil and criminal penalties. In addition, you must not copy the Content to any other server, location or support. Publication, reproduction or distribution is expressly prohibited.

All other use, copying or reproduction of this website, the Content or any part of it is prohibited, except to the extent permitted by law.

#### **14 Unacceptable activity**

You must not do any act that we would deem to be inappropriate or which is unlawful or is prohibited by any laws applicable to our website, including but not limited to:

- any act that would constitute a breach of either the privacy (including uploading private or personal information without an individual's consent) or any other legal rights of individuals;
- making representations in respect of goods purchased from us which we have not approved in writing;
- using this website, or any of our social media accounts, to defame or libel us, our employees or other individuals;
- uploading files that contain viruses that may cause damage to our property or the property of other individuals;
- posting or transmitting to this website, or any of our social media accounts, any non-authorised material including, but not limited to, material that is, in our opinion, likely to cause annoyance, or which is defamatory, racist, obscene, threatening, pornographic or otherwise or which is detrimental to or in violation of our systems or a third party's systems or network security.

We may review information you attempt to post and to prevent the information from being posted to this website or any of our social media accounts. If we allow you to post any information to our website or any of our social media accounts, we have the right to take down this information at our sole discretion and without notice.

#### **15 Warranties and disclaimers**

To the maximum extent permitted by law, including the Australian Consumer Law, we make no warranties or representations about this website or the Content, including but not limited to warranties or representations that they will be complete, accurate or up-to-date, that access will be uninterrupted or error-free or free from viruses, or that this website will be secure.

We may restrict, suspend or terminate your access to this website, any Content, or any feature of this website with immediate effect if you breach these *Terms*.

#### **16 Liability**

To the maximum extent permitted by law, including the Australian Consumer Law, in no event shall we be liable for any direct or indirect loss, damage or expense – irrespective of the manner in which it occurs – which may be suffered due to your use of our website and/or the information or materials contained on it, or as a result of the inaccessibility of this website and/or the fact that certain information or materials contained on it are incorrect, incomplete or not up-to-date. Our liability in respect of goods ordered by you is limited to the amounts paid by you in respect of the goods.

#### **17 Jurisdiction and governing law**

Your use of the website and these Terms are governed by the law of Queensland and you submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in Queensland.

# KIPCULE: Privacy Policy

## 1. Introduction

In this Privacy Policy, 'us' 'we' or 'our' means KOJI Group Pty Ltd (ACN 158 839 340). We are committed to respecting your privacy and working with you to ensure that we do so. Our Privacy Policy sets out how we collect, use, store and disclose your personal information. We will seek to act in a manner consistent with the Australian Privacy Principles contained in the Privacy Act.

By providing personal information to us, you consent to our collection, use and disclosure of your personal information in accordance with this Privacy Policy and any other arrangements that apply between us. We may change our Privacy Policy from time to time by publishing changes to it on our website. We encourage you to check our website periodically to ensure that you are aware of our current Privacy Policy.

Personal information is information or an opinion about an identified individual, or an individual who is reasonably identifiable whether the information or opinion is true or not; and whether the information or opinion is recorded in a material form or not. For example, this may include your name, age, gender, postcode and contact details.

## 2. What personal information do we collect?

We may collect the following types of personal information:

- (a) name;
- (b) company name;
- (c) ABN or ACN;
- (d) mailing or street address;
- (e) email address;
- (f) telephone details;
- (g) gender;
- (h) age or date of birth;
- (i) your device ID, device type, geo-location information, computer and connection information, statistics on page views, traffic to and from the sites, ad data, IP address and standard web log information;
- (j) details of the products and services we have provided to you or that you have enquired about, including any additional information necessary to deliver those products and services and respond to your enquiries;
- (k) any additional information relating to you that you provide to us directly through our website or app or indirectly through your use of our website or app or online presence or through other websites or accounts from which you permit us to collect information;
- (l) information you provide to us through customer surveys; or
- (m) any other personal information that may be required in order to facilitate your dealings with us.

## 3. How do we collect and hold personal information?

We may collect these types of personal information either directly from you, or from third parties. We may collect this information when you:

- (a) register on our website;
- (b) send us information through our website or social media platforms; or
- (c) provide information in person.

In addition, if you apply for a job or position with us we may collect certain information from you (including your name, contact details, working history and relevant records checks) from any recruitment consultant, your previous employers and others who may be able to provide information to us to assist in our decision on whether or not to make you an offer of employment or engage you under a contract. This Privacy Policy does not apply to acts and practices in relation to employee records of our current and former employees, which are exempt from the Privacy Act.

#### **4. Why do we collect, use and disclose personal information?**

We may collect, hold, use and disclose your personal information for the following purposes:

- (a) to enable you to access and use our website and services;
- (b) to communicate with you regarding your enquiry or order;
- (c) to operate, protect, improve and optimise our website, business and our users' experience, such as to perform analytics, conduct research and for advertising and marketing;
- (d) to analyse the data for research purposes and to incorporate it into our databases for general research and analysis purposes;
- (e) to send you service, support and administrative messages, reminders, technical notices, updates, security alerts, and information requested by you;
- (f) to send you marketing and promotional messages and other information that may be of interest to you, including information sent by, or on behalf of, our business partners that we think you may find interesting;
- (g) to administer rewards, surveys, contests, or other promotional activities or events sponsored or managed by us or our business partners;
- (h) to comply with our legal obligations, resolve any disputes that we may have with any of our users, and enforce our agreements with third parties; and
- (i) to consider your employment application.

We may also disclose your personal information to a trusted third party who also holds other information about you. This third party may combine that information in order to enable it and us to develop anonymised consumer insights so that we can better understand your preferences and interests, personalise your experience and enhance the products and services that you receive.

#### **5. Do we use your personal information for direct marketing?**

We may send you direct marketing communications and information about our services. Our communications will be in accordance with the Spam Act and in a way that is consistent with the Principles set out in the Privacy Act. You may opt-out of receiving marketing materials from us by contacting us using the details set out below or by using the opt-out facilities provided (eg. an unsubscribe link).

#### **6. To whom might we disclose your personal information?**

We may disclose personal information for the purposes described in this privacy policy to:

- (a) our employees and related bodies corporate;
- (b) third party suppliers and service providers;
- (c) professional advisers, dealers and agents;
- (d) payment systems operators (eg merchants receiving card payments);
- (e) our existing or potential agents, or partners;



- (f) our sponsors or promoters of any competition that we conduct via our services;
- (g) anyone to whom our assets or businesses (or any part of them) are transferred;
- (h) specific third parties authorised by you to receive information held by us; and/or
- (i) other persons, including government agencies, regulatory bodies and law enforcement agencies, or as required, authorised or permitted by law.

We will only disclose your personal information to a third party for a purpose described in this privacy policy. If we are not required to disclose your personal information to a third party, we will not do so.

We may de-identify your personal information and provide the de-identified information to other third parties for research purposes.

## **7. Disclosure of personal information outside Australia**

We may disclose personal information outside of Australia to third party suppliers and cloud providers located outside Australia.

When you provide your personal information to us, you consent to the disclosure of your information outside of Australia and acknowledge that we are not required to ensure that overseas recipients handle that personal information in compliance with Australian Privacy Law. We will, however, take reasonable steps to ensure that any overseas recipient will deal with such personal information in a way that is consistent with the Australian Privacy Principles.

## **8. Using our website and cookies**

We may collect personal information about you when you use and access our website.

While we do not use browsing information to identify you personally, we may record certain information about your use of our website, such as which pages you visit, the time and date of your visit and the internet protocol address assigned to your computer.

We may also use 'cookies' or other similar tracking technologies on our website that help us track your website usage and remember your preferences. Cookies are small files that store information on your computer, TV, mobile phone or other device. They enable the entity that put the cookie on your device to recognise you across different websites, services, devices and/or browsing sessions. You can disable cookies through your internet browser but our websites may not work as intended for you if you do so.

We may also use cookies to enable us to collect data that may include personal information. For example, where a cookie is linked to your account, it will be considered personal information under the Privacy Act. We will handle any personal information collected by cookies in the same way that we handle all other personal information as described in this Privacy Policy.

## **9. Security**

We may hold your personal information in either electronic or hard copy form. We take reasonable steps to protect your personal information from misuse, interference and loss, as well as unauthorised access, modification or disclosure and we use a number of physical, administrative, personnel and technical measures to protect your personal information. However, we cannot guarantee the security of your personal information.

## 10. Links

Our website may contain links to websites operated by third parties. Those links are provided for convenience and may not remain current or be maintained. Unless expressly stated otherwise, we are not responsible for the privacy practices of, or any content on, those linked websites, and have no control over or rights in those linked websites. The privacy policies that apply to those other websites may differ substantially from our Privacy Policy, so we encourage individuals to read them before using those websites.

## 11. Accessing or correcting your personal information

You can access the personal information we hold about you by contacting us using the information below. Sometimes, we may not be able to provide you with access to all of your personal information or in the way you request. Where this is the case, we will give you written notice of the reasons why. We may also need to verify your identity when you request your personal information. We may charge you a fee to cover our costs in providing you access to the information.

If you think that any personal information we hold about you is inaccurate, please contact us and we will take reasonable steps to ensure that it is corrected.

## 12. Making a complaint

Any concerns about the way we have handled personal information should be directed in writing to us. We consider all complaints and respond by taking any reasonable steps we consider necessary. We will notify you of our response. If you are unsatisfied with our response, you may complain to the Australian Information Commissioner:

Street Address: Level 3, 175 Pitt Street, Sydney 2000

Mailing address: GPO Box 5218, Sydney NSW 2001

Fax: +61 2 9284 9666

Email: [enquiries@oaic.gov.au](mailto:enquiries@oaic.gov.au)

## 13. Enquiries

For further information about our Privacy Policy or practices, or to access or correct your personal information, or make a complaint, please contact us using the details set out below:

Customer Service  
[Info@kipcule.com.au](mailto:Info@kipcule.com.au)

**Effective:** [22 January 2021]