



## TERMS OF USE

*These terms of use (“**Terms**”), together with any and all other documents referred to herein, govern the relationship between you and (a) Wonde Pty Ltd (“**we**”, “**us**”, “**our**” or “**Wonde**”) under which our Wonde services are provided by us through our website and platform [www.wonde.com/au/company/international/](http://www.wonde.com/au/company/international/) (“Website”); and (b) within any Wonde app provided by us to you (“Wonde Applications”) whether you are a registered user of the Website or a general visitor to our Website (together, “Services”).*

*The Services are operated by Wonde Pty Ltd which is a company registered in Australia under Australian Business Number (ABN) 78 631 042 307. We are a proprietary limited company. Please send all correspondence to 204/3 Spring St, Sydney, NSW, 2000, Australia.*

*Please read these Terms carefully. By accessing and using the Website and/or any Wonde Applications together with any content, you confirm you understand and accept these Terms. We will also require you to read and accept our Privacy Notice and any applicable terms and conditions which relate to our Services including but not limited to services provided by us through the use of our Website and/or any Wonde Applications, if you are a registered user.*

*Our Website is directed to people residing in Australia or New Zealand. We do not represent that content available on or through our Website is appropriate for use or available in other locations. Users in other countries should visit our international site at [www.wonde.com](http://www.wonde.com).*

*If you do not accept these Terms, please do not access the Website and/or use the Services. We recommend that you print a copy of these terms for future reference.*

## **1. SUPPORT**

- 1.1 For details of any support or assistance in relation to the use of our Website or Wonde Applications, please contact us at [support@wonde.com](mailto:support@wonde.com).

## **2. CHANGES TO THESE TERMS**

- 2.1 We amend these Terms from time to time. Every time you wish to use our Website, please check these terms to ensure you understand the terms that apply at that time.

## **3. ACCESSING THE WEBSITE**

- 3.1 Access to our Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the services we provide on our Website without notice (see below). We will not be liable if for any reason our Website is unavailable at any time or for any period.
- 3.2 We do restrict access to some parts of our Website, to users who have registered with us as opposed to general visitors.
- 3.3 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms.
- 3.4 You are responsible for making all arrangements necessary for you to have access to our Website. You are also responsible for ensuring that all persons who access our Website through your internet connection are aware of these Terms and that they comply with them at all material times.

## **4. TERMINATION**

4.1 Without limiting its other rights or remedies, Wonde may terminate your use of our Website with reasonable notice if it deems that you have materially breached these Terms or uploaded any material to the Website that is false or misleading, or against the law or any applicable regulations, or for any other reason it determines is appropriate. If the breach is remediable within the reasonable opinion of Wonde then it may allow you to remedy such breach without terminating your use.

## **5. LIMITATION OF LIABILITY**

- 5.1. We exclude all implied conditions, warranties, representations or other terms that may apply to our Website or any content on it.
- 5.2. We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
- use of, or inability to use, our Website; or
  - use of or reliance on any content displayed on our Website.
- 5.3. In particular, we will not be liable for:
- loss of profits, sales, business, or revenue;
  - business interruption;
  - loss of anticipated savings;
  - loss of business opportunity, goodwill or reputation; or
  - any indirect or consequential loss or damage.

## **6. INTELLECTUAL PROPERTY RIGHTS**

6.1 Wonde owns all rights, title and interest in and to all of its intellectual property in the Website and any applications. You acknowledge and agree that Wonde owns all intellectual property rights in its Website.

- 6.2 Expressly as stated herein, these Terms do not grant you any rights to, or in, or any other rights or licences in respect of our services. We are the owner or the licensee of all intellectual property rights in and to our Website, and all source code, databases, functionality, software, Website designs, audio, video, text, photographs, and graphics on the Website (collectively, the “Content”) and in and to the material published on it and the trademarks, service marks, and logos contained therein (the “Marks”) are owned or controlled by us. All of these works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 6.3 If you print off, copy or download any part of our Website in breach of these Terms, your right to use our Website will cease immediately and you must, at our option, return or destroy any copies.
- 6.4 For the avoidance of doubt, you may not sell any of the information set out on our Website.

## **7. PROHIBITED ACTIVITIES**

- 7.1 You may use our Website only for lawful purposes. You may not use our Website:
- In any way that breaches any applicable local, national or international law or regulation;
  - In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
  - For the purpose of harming or attempting to harm minors in any way;
  - To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (including spam); or
  - To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;

- Systematically retrieve data or other content from the Website to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us;
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords;
- Circumvent, disable, or otherwise interfere with security-related features of the Website, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Website and/or the Content contained therein;
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Website;
- Use any information obtained from the Website in order to harass, abuse, or harm another person.
- Make improper use of our support services or submit false reports of abuse or misconduct.
- Use the Website in a manner inconsistent with any applicable laws or regulations.
- Use the Website to advertise or offer to sell goods and services.
- Engage in unauthorised framing of or linking to the Website.
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.

## 7.2 You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our Website;
- Not to access without authority, interfere with, damage or disrupt:
  1. any part of our Website;
  2. any equipment or network on which our Websites are stored;
  3. any software used in the provision of our Website; or
  4. any equipment or network or software owned or used by any third party.

- 7.3 Any misuse of the Website in violation of the above terms is a clear breach of these Terms and may result in, among other things, termination or suspension of your rights to use the Website.

## **8. EVENTS OUTSIDE OF OUR CONTROL**

- 8.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by any act or event beyond our reasonable control.
- 8.2 For the avoidance of doubt, we shall not be liable to you or any other person (including any intended beneficiary) as a result of any act, omission, failure, fraud, delay, negligence, insolvency or default of any bank, financial institution, clearing or payments system, or regulatory, governmental or supra-national body or authority.

## **9. DISCLAIMERS**

- 9.1 Wonde makes no warranty or representation that the Website or the Wonde Applications will meet your requirements or that it will be compatible with any systems.
- 9.2 Wonde's services are provided on an "as is" basis and we make no guarantees as to the results of our services.
- 9.3 Wonde reserves the right to alter, suspend or discontinue any part (or the whole of) the Website including, but not limited to, the services available. These Terms shall continue to apply to any modified version of the Website unless it is expressly stated otherwise.

## **10. DATA PROTECTION**

- 10.1 To enable us to fulfil the Services under these Terms, it may be necessary for us to collect personal data from you to enable us to provide our services to you and further details of our policies and procedures on data protection and the use of our Website generally are set out in our Privacy Notice.

10.2 Each party agrees to act in accordance with the relevant data protection legislation at all times.

## **11. VIRUSES, HACKING & OTHER OFFENCES**

11.1 You must not misuse our Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Website, the server on which our Websites are stored or any server, computer or database connected to our Website. You must not attack our Website via a denial-of-service attack or a distributed denial-of-service attack.

11.2 By breaching these Terms, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Website will cease immediately.

11.3 We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Website or to your downloading of any material posted on them, or on any website linked to them.

## **12. GENERAL**

12.1 *Updates to these Terms.* You agree that we shall have the right to make changes to these Terms from time to time when we think it is necessary and reasonable to do so, or to reflect changes to our products, or our user's needs. We will use reasonable efforts to give you reasonable notice of any substantial changes.

12.2 *Assignment and transfer.* Wonde may freely assign or transfer its rights and obligations under these Terms.

- 12.3. *Severance.* Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 12.4. *Third party rights.* These Terms are between you and us. No other person has any rights to enforce any of its terms.
- 12.5. *Governing law and jurisdiction.* These terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by New South Wales law. We both agree to the exclusive jurisdiction of the courts of New South Wales.