



EasyVend Online Platform Terms of Service

Last updated 28 January 2025

PLEASE READ THESE EASYVEND ONLINE PLATFORM TERMS OF SERVICE (**TERMS OF SERVICE**) CAREFULLY. BY ACCESSING AND/OR USING OUR ONLINE PLATFORM, YOU AGREE TO THESE TERMS OF SERVICE AS A LEGALLY BINDING CONTRACT BETWEEN YOU AND JEAL TECH PTY LIMITED ABN 58660920347.

Operative Terms

1. Eligibility to Access and/or Use our Online Platform

- 1.1. Our online platform that is available after logging on to the website at <https://www.easyvend.com.au/> (the **Online Platform**) is owned and operated by Jeal Tech Pty Limited ABN 26 060 385 382 (**we, our and us**).
- 1.2. The Online Platform is only available to be accessed and/or used by you if you:
 - (a) are an (i) employee, officer or subcontractor of a third party who has subscribed as a customer of the Online Platform pursuant to a written agreement (**Subscription Agreement**) between us and the third party (a **Customer**) and that Customer has authorised you to use the Online Platform; (ii) employee, officer or subcontractor of a third party vendor, distributor or reseller (each, a **Vendor**) of the Customer and that Customer has authorised you to use the Online Platform; or (iii) a customer of the Customer or of a Vendor who wishes to use the Online Platform;
 - (b) have the capacity to enter into legally binding contracts under applicable law;
 - (c) irrevocably and unconditionally accept the terms and conditions of, and agree to be legally bound by, these Terms of Service; and
 - (d) consent to our collection, use and disclosure of their personal information in accordance with our Privacy Policy at [<https://www.easyvend.com.au/legal>] (**Privacy Policy**).

In these Terms of Service, we refer to such persons as **Eligible Users**. If you are not an Eligible User or you cease to be an Eligible User, you must not access or use the Online Platform. By accessing and/or using the Online Platform or any part thereof you warrant and represent to us that you are an Eligible User and will be deemed to have irrevocably and unconditionally accepted these Terms of Service, and agreed to be legally bound by, these Terms of Service.

- 1.3. The Online Platform can be accessed and/or used by directing your web browser to <https://www.easyvend.com.au/>.
- 1.4. If you are not an Eligible User, you must not and cannot access or use the Online Platform.

2. Online Platform Account Registration and Activation

- 2.1. The Online Platform can only be accessed and used by Eligible Users who have a current registered account on the Online Platform.
- 2.2. If you are not an Eligible User or cease to be an Eligible User, we may terminate your access to the Online Platform at any time without notice.
- 2.3. If any of the information contained in your account registration is incorrect or changes, you must promptly update your Online Platform account with the relevant up-to-date information.
- 2.4. You must not disclose or provide login credentials for your Online Platform account to any third party. You are solely responsible for the confidentiality of your username and password and for any use and unauthorised use of your Online Platform account. You must immediately notify us if you become aware of any unauthorised usage or access to your account and provide all necessary cooperation, assistance, information, materials, authorisations, permissions and access for us to investigate any suspected, actual or potential breach, misuse or unauthorised access of your Online Platform account.
- 2.5. Upon activation of your Online Platform account, you will have a non-exclusive, non-assignable, non-sublicensable, revocable right to operate the Online Platform, but only in respect of the functionality that we are engaged to make available to you under a Subscription Agreement, and in any event only for the purposes expressly authorised in writing by that Customer or Vendor from time to time (**Licence**). You must not access or use the Online Platform other than pursuant to the Licence.
- 2.6. For the purposes of these Terms of Service, if you are an Eligible User with an active Online Platform account, you are a **Licensed User**.
- 2.7. Licensed Users can use the Online Platform on one or more of their compatible devices.

3. Your Data

- 3.1. As between you and us, you agree that we may use the text, images, audio and video content that you input or upload into the Online Platform (**Your Data**) for any purposes deemed necessary by us in order to provide the services or Online Platform functionality that we are to provide under or in connection with the relevant Subscription Agreement and as otherwise referred to in our Privacy Policy.

- 3.2. As a Licensed User:
- (a) you warrant, agree and represent that you will only upload, input and transfer Your Data into the Online Platform or disclose Your Data to us, or permit us to collect Your Data, that you are fully entitled and authorised to upload, input, transfer and disclose to us; and
 - (b) you: [i] license us on a, non-exclusive, royalty-free, worldwide basis to access, use, host, transmit, store and disclose Your Data as required by us to provide the functionality contained in the Online Platform; [ii] and license us on a, non-exclusive, royalty-free, worldwide basis to disclose (or provide access to) Your Data to each Vendor and the Customer; [iii] warrant, agree and represent that our collection, use, storage, transmission, disclosure and processing of Your Data in the course of doing so will not breach any applicable law or right of any person.
- 3.3. If you are a Licensed User, you are solely responsible for the accuracy, legality and quality of Your Data and for obtaining any consents, permissions, licences, rights and authorisations necessary for us to access, use, host, transmit, store, disclose and otherwise process Your Data as permitted under the licence granted by you under clause 3.2(b).
- 3.4. You must indemnify us in respect of any loss and damage that we incur in respect of any claim, proceeding, demand or allegation that the access, use, hosting, transmission, storage, disclosure or processing of Your Data by us as permitted under the licence granted by you under clause 3.2(b) infringes the Intellectual Property Rights or other rights of any person or breaches any law, regulation, code or standard.

4. UNAVAILABILITY OF AND INTERRUPTIONS TO THE ONLINE PLATFORM

- 4.1. WE DO NOT REPRESENT THAT THE ONLINE PLATFORM WILL OPERATE UNINTERRUPTED OR ERROR-FREE. IF YOU ARE A LICENSED USER, WE AGREE TO USE OUR BEST ENDEAVOURS TO ENSURE THAT THE FUNCTIONALITY OF THE ONLINE PLATFORM REMAINS AVAILABLE FOR YOU TO USE AT ALL APPLICABLE TIMES.
- 4.2. The availability of the functionality in the Online Platform to you will be subject, in addition to any other provisions set out in these Terms of Service, to any bandwidth limitations, database size limitations, throughput limitations and other technical and non-technical limitations or restrictions that we notify you of, and any planned and unplanned maintenance by us, our hosting providers or any third party service providers who provide functionality that the Online Platform relies on.
- 4.3. You acknowledge that the accessibility and use of the Online Platform and Your Data processed by us requires an Internet connection and is highly dependent on the proper function of the Internet and any other computer and telecommunications networks and infrastructure which the Online Platform operates on, interfaces with and/or connects to and that we are not responsible for any non-performance of the Online Platform associated with any of those matters.

5. Intellectual Property Rights in the Online Platform

- 5.1. These Terms of Service do not transfer or assign any Intellectual Property Rights to you.
- 5.2. As between you and us, except in respect of Your Data, we own all Intellectual Property Rights in the Online Platform.
- 5.3. You have no rights in the Online Platform or any in modification or enhancement thereof, other than the rights temporarily granted to you pursuant to the Licence.
- 5.4. The Intellectual Property Rights in any comments that you may provide to us in connection with the Online Platform, including any suggestions or requests for new features (each, an **Improvement Suggestion**) become our sole and exclusive property immediately upon you providing or disclosing the Improvement Suggestion to us, and you hereby assign all Intellectual Property Rights in Improvement Suggestions to us effective as soon as you provide or disclose them to us, pursuant to section 197 of the *Copyright Act 1968* (Cth) and in equity. You consent to the infringement by us and any third party we authorise of all Moral Rights that you may have in any Improvement Suggestions.
- 5.5. You must not take any step to invalidate or prejudice our (or our licensors') Intellectual Property Rights in the Online Platform. Without limiting the preceding provisions, you must not register any security interest on the Personal Property Securities Register established under the *Personal Property Securities Act 2009* (Cth), or otherwise encumber or charge your rights in respect of Your Data or with respect to the rights granted to you by these Terms of Service to use the Online Platform.
- 5.6. You may not use the Online Platform except as permitted by the Licence. You may not do or authorise the commission of any act that would or might invalidate or be inconsistent with our (or our licensors') Intellectual Property Rights in the Online Platform. You must not, under any circumstances, sell or resell access to the Online Platform or scrape, republish, mirror or otherwise rent, lend, lease, sell, redistribute, sublicense, copy or duplicate the Online Platform. In addition, you must not, nor may you permit any person to:
- (a) copy, alter, modify, adapt, reproduce, republish, frame, translate, reverse assemble, reverse engineer, reverse compile, transfer, sell, licence, create derivative works from or enhance the Online Platform and/or any content in the Online Platform (except any of Your Data) (except as expressly permitted by the *Copyright Act 1968* (Cth));
 - (b) do any act that would or might invalidate or be inconsistent with our Intellectual Property Rights or those of our licensors;
 - (c) use the Online Platform in any way that infringes our rights or the rights of any third party;
 - (d) use the Online Platform to create any product or service that competes with the Online Platform; or
 - (e) take any steps to circumvent any technological protection measure or security measure in the Online Platform.
- 5.7. You must not use the Online Platform in any way that breaches these Terms of Service and/or any statute, regulation, law, or legal right of any person.
- 5.8. In these Terms of Service, "**Intellectual Property Rights**" means all copyright, trademark rights, patent rights, and design rights, whether registered or unregistered, and all other rights to intellectual property as defined under article 2 of the Convention Establishing the World Intellectual Property Organization, and all rights to enforce any of the preceding rights.

6. Acceptable Use Policy

6.1. The following use of the Online Platform is strictly prohibited under these Terms of Service :

- (a) using the Online Platform to violate all or any legal rights of any person or company or other entity in any jurisdiction;
- (b) using the Online Platform to commit crimes such as theft and fraud or to make fraudulent offers of goods and/or services;
- (c) using the Online Platform in breach of any applicable laws, including any laws relating to the protection of copyrights, trade secrets, patents or other intellectual property, spam or privacy and whether such violation is by way of the installation or distribution of "pirated" software or otherwise;
- (d) using the Online Platform to introduce malicious programs into our network or servers (e.g., viruses, worms, Trojan horses, e-mailbombs);
- (e) revealing your Online Platform account credentials to others or allowing the use of your Online Platform account by others;
- (f) using another person's name or Online Platform account credentials or otherwise attempting to gain access to an Online Platform account of any other person;
- (g) using the Online Platform to carry out security breaches or disruptions of network communication. For the purposes of this paragraph, "security breaches" include, but are not limited to, network sniffing, pinged floods, denial of service and forging routing information for malicious purposes;
- (h) using the Online Platform to execute any form of network monitoring which will intercept data not intended for you;
- (i) using the Online Platform to circumvent user authentication or security of any of our hosts, networks or accounts or those of our Customers or suppliers;
- (j) using any program/script/command, or sending messages of any kind, with the intent to interfere with, or disable, any person's use of the Online Platform;
- (k) using the Online Platform to send unsolicited messages in breach of the *Spam Act 2003* (Cth); and
- (l) using the Online Platform in breach of any person's privacy (such as by way of identity theft or "phishing").

7. Liability

8.1 A party to these Terms of Service is not liable to the other party for any breach of these Terms of Service to the extent that the breach is caused or contributed to by any act, event, omission, accident or circumstance beyond its reasonable control (**Force Majeure Event**).

8.2 To the extent possible by law, we do not represent that the information on the Online Platform is accurate, correct, up-to-date or error-free or that the Online Platform will operate on an uninterrupted or error-free basis.

8.3 If you are a Licensed User, we may issue notifications to you that we consider may be relevant to you. We do not warrant or represent that we will notify you of all or any specific actual or potential notifications relevant to you.

8.4 The Online Platform may come with non-excludable guarantees (**Non-Excludable Guarantees**) which are governed by Schedule 2 of the *Competition and Consumer Act 2010* (Cth) (the **Australian Consumer Law** or **ACL**) and equivalent state and territory law. The Non-Excludable Guarantees depend on whether you are a 'consumer' of goods or services within the meaning of that term pursuant to the Australian Consumer Law or other equivalent state and territory law, as amended.

8.5 Except in respect of any Non-Excludable Guarantees, a party (the **first party**) is not liable to the other party for any indirect, special or consequential loss or damage incurred by the other party, including liability for loss of profits, loss of business opportunity, loss of savings, or loss of data, except to the extent caused by the first party's intentional breach of these Terms of Service.

8.6 Except in respect of any Non-Excludable Guarantees, to the maximum extent permitted by law (and if permitted by law), we will not have any liability to you for all or any loss or damage howsoever incurred in relation to your use of or inability to use the Online Platform in excess of \$500 (in the aggregate).

8.7 If the goods or services that we supply to you are subject to a Non-Excludable Guarantee and the goods or services are not ordinarily acquired for personal, domestic or household use or consumption, then pursuant to section 64A of the ACL, we limit our liability for breach of any such Non-Excludable Guarantee (other than a guarantee implied by sections 51, 52 or 53 of the ACL) or expressly given by us to you, in respect of each of the goods and services, where it is fair and reasonable to do so, at our option, to one or more of the following, at our option:

- (a) if the breach relates to goods: the replacement of the goods or the supply of equivalent goods and/or the repair of such goods; or
- (b) if the breach relates to services: the supplying of the services again or the cost of re-supplying the services again.

8.8 Any warranty against defects provided by us to you in your capacity as a consumer under the ACL is in addition to your other rights and remedies under a law in relation to the goods or services to which the warranty relates.

8. Suspension and Termination of Access to the Online Platform

9.1 We may suspend the functionality provided by the Online Platform or any part of it at any time without notice for technical support purposes, in order to investigate any security breach or where reasonably necessary to protect our legitimate commercial interests.

9.2 We may terminate your access to the Online Platform by notice to you if:

- (a) a Force Majeure Event continues for 30 consecutive days that prevents us from performing our obligations under these Terms of Service;
- (b) you breach any material term of these Terms of Service;
- (c) the relevant Subscription Agreement is terminated;
- (d) access to the Online Platform is suspended or terminated under or in connection with the relevant Subscription Agreement;
- (e) you cease to be a Licensed User; and/or

- (f) we discontinue the operation of the Online Platform.
- 9.3 Termination of your access to the Online Platform does not affect any of our or your accrued rights.

9. Notices

- 13.1 Any notice issued to you from us shall be in writing and sent to any postal, residential or email address that you notify us from time to time.
- 13.2 You may issue any notice to us by sending it to our registered office or by email to us using any contact details contained on our website.
- 13.3 Any notice issued via email is deemed to be delivered upon receipt by the sender of an electronic read receipt or delivery receipt or upon the sender's receipt of a reply to the email from the recipient.
- 13.4 We may send you emails or other electronic messages concerning these Terms of Service, your Online Platform account (if you are a Licensed User) and/or the Online Platform from time to time.

10. Miscellaneous

- 11.1 Amendment: These Terms of Service may be amended by us at any time. If you are a Licensed User we will notify you of the amendments at least thirty (30) days prior to the amendments coming into effect (**Amendment Notice**). If you do not agree to the amendments, you can terminate your use of the Online Platform by providing written notice to us within thirty (30) days from the date of the Amendment Notice.
- 11.2 Survival: Any rights or obligations that, by their nature, survive termination of these Terms of Service shall so survive, including any provision dealing with Intellectual Property Rights, liability and jurisdiction.
- 11.3 Severability: If any part of these Terms of Service are deemed invalid by a court of competent jurisdiction, the remainder of these Terms of Service shall remain enforceable.
- 11.4 Relationship: These Terms of Service do not create any relationship of partnership, joint venture, fiduciary, or employer and employee or otherwise.
- 11.5 Entire agreement: These Terms of Service constitutes the entire agreement between you and us, and to the extent possible by law, supersedes all prior understandings, representations, arrangements and agreements between you and us, regarding its subject matter.
- 11.6 Jurisdiction: These Terms of Service will be governed by and interpreted in accordance with the laws in force in New South Wales. You and we irrevocably submit to the exclusive jurisdiction of the courts situated in New South Wales and any court of appeal from there with respect to any dispute or proceeding concerning these Terms of Service or the Online Platform.