

Spriggy Schools

Terms & Conditions

Some important things you should know....

www.spriggyschools.com.au.

The Schools product is offered by Spriggy Schools Pty Ltd ACN 650 445 819 ("Spriggy Schools, we, our"). The Schools product is currently issued pursuant to the relief for non-cash payment facilities provided for in ASIC Corporations (Non-cash Payment Facilities) Instrument 2016/11.

The Terms & Conditions applicable to the Schools product offered by Spriggy Schools are attached hereto. However, please note the following:

1. These Terms & Conditions may be unilaterally amended from time to time, and a current version will always be accessible on our website www.spriggyschools.com.au
2. Where an amendment to a term or condition is considered materially adverse, you will be provided with notice thirty days prior to such change taking effect.
3. The Schools product does not have an expiry date.
4. Clients will be solely liable for any unauthorised or fraudulent access or use of their Schools account, unless directly attributable to an act or omission of Spriggy Schools.
5. The Fee for Schools is \$0.29 per order per child, subject to any promotions or discounts which may be offered from time to time. Fee changes will be notified via the App, thirty days prior to taking effect.
6. Balances and transaction history will be continuously available and accessible through the App provided in conjunction with the Schools account.
7. Spriggy Schools maintains an internal dispute resolution (IDR) procedure which complies with the applicable requirements of section 912A(2)(a)(i) of the Corporations Act 2001 (Cth) (as approved or issued by ASIC), and covers complaints made by retail clients in connection with the provision of our financial services. Detail of our IDR procedure are available on

Words defined in the Terms & Conditions have the same meaning when used in 1 to 8 above. Please read the attached Terms & Conditions in full, and contact us if you have any questions or concerns. Please note that all advice or information provided by Spriggy Schools is always general in nature, and does not take into account your personal objectives, needs or circumstances. Please ensure you obtain professional advice where appropriate, to ensure our products and services are right for you.

The following Terms & Conditions shall replace any prior or existing agreement between the parties, or previously issued Terms & Conditions, and shall apply to any existing arrangements currently operating between the parties. By executing an Application and/or utilising the Schools product and/or undertaking any transaction with Spriggy Schools Pty Ltd ACN 650 445 819 ("Spriggy Schools") you hereby agree to be bound by the following Terms & Conditions (as amended from time to time).

1. Purpose

The Client wishes to utilise the Schools product provided by Spriggy Schools including the website, App and associated technology in accordance with the Client's instructions from time to time, and in accordance with the Terms & Conditions contained herein.

2. Definitions and Interpretation

In these Terms & Conditions unless a different intention is expressed, the following terms (as subsequently modified by amended legislation or regulation) shall mean:

- a. "App" means the iOS, Android and Webapp application operated by Spriggy Schools, as updated or amended from time to time, which can be downloaded and accessed at

www.spriggyschools.com.au.

- b. "Authorised Person" means a family member who is authorised in writing by a Client to access the Schools account and issue instructions on behalf of the Client.
- c. "Spriggy Schools" means Spriggy Schools Pty Ltd (ACN 650 445 819). "Schools" means the product provided for use by the Client, which is restricted by secure login credentials, username and password, PIN's or other methods to ensure only authorised access to utilise Spriggy Schools' products and services.
- d. "Client" means the individual who makes the Application for the Schools product.
- e. "Facility Provider" means an entity from whom Goods can be purchased via the Services.
- f. "Fees" means the fees payable for operating the Schools product and utilising the Services.
- g. "Goods" means the food, drinks and other items supplied by a Facility Provider.
- h. "Payment Services Provider" means PayPal Australia Pty Limited ABN 93 111 195 389, the third-party provider of Mastercard and Visa payment processing facilities, as available via the App, or any other third-party provider that provides these payment processing facilities for Spriggy Schools.
- i. "Services" means the App services operated by Spriggy Schools for the online ordering of Goods from the Facility Provider.
- j. "Term" means the duration of this arrangement until terminated in accordance with these Terms & Conditions.
- k. "Transaction" means a purchase of Goods using the Schools product.

3. Client Representations and Warranties

The Client represents and warrants to Spriggy Schools that:

- a. The Client has read, understood and accepted all of these Terms & Conditions and that they constitute a legal, valid and binding obligation of the Client.
- b. The Client is 18 years of age or older.
- c. In executing and giving effect to these Terms & Conditions, the Client does not and will not infringe any provision of any other document or agreement to which the Client is a party, nor any law or judgment/order binding upon it.
- d. All information supplied to Spriggy Schools by the Client is,

or at the time it is supplied will be, accurate in all material respects and the Client will not omit or withhold any information which would make such information inaccurate in any material respect.

- e. The Client will provide to Spriggy Schools on request such information regarding its identity, as Spriggy Schools may reasonably require.
- f. The Client acknowledges that the sole responsibility for the preparation and supply of the Goods purchased, and any promotions/specials in relation thereto, remains with the Facility Provider. Accordingly, any dispute over lost or sub-standard Goods are to be handled solely and directly with the Facility Provider.
- g. Any refunds agreed with the Facility Provider shall be credited to the Client's Schools balance upon payment in cleared funds by the Facility Provider to Spriggy Schools. Spriggy Schools shall not be responsible for any late or non-payment of such refunds.
- h. The Client shall protect the Schools account identification, password and any security questions/answers and any other confidential information relevant to the Service and the Client's Schools account.
- i. The Client will be solely liable for any unauthorised or fraudulent access or use of their Schools account or the Services, unless directly attributable to an act or omission of Spriggy Schools.
- j. The Client understands and acknowledges that all money loaded by the Client to Spriggy Schools, shall be credited to the Client's Schools balance and be held in a bank account maintained by Spriggy Schools. These funds are segregated from Spriggy Schools' funds however such segregation of the Client's money does not guarantee the Client's money from the risk of loss.

4. Schools Account Establishment

- a. Spriggy Schools agrees to establish a Schools account in the name of the Client, who is the person named as the holder of the Schools account.
- b. No one except the Client, or Authorised Person can operate the Client's Schools account with Spriggy Schools opened for the purposes of these Terms & Conditions.
- c. Cleared funds must be loaded to the Schools balance where the value is stored, prior to issuing any order for Goods or utilising the Services. Spriggy Schools will not extend credit to any Client under any circumstances.
- d. Client shall be directed to the payment screen when the

balance falls below the order amount, and top ups can be made to the Schools balance via the Payment Services Provider.

- e. The Schools balance is limited to \$200 at any given time, unless otherwise permitted at the sole discretion of Spriggy Schools.
- f. Client can purchase Goods from the Facility Provider using the Service whereby Client's Schools balance will be debited with the cost of the Goods via a Payment from the Schools account.
- g. Orders for Goods must be placed before any cut-off time specified by the Facility Provider, or via an over the counter transaction if made available by the Facility Provider.
- h. If you have placed an order for Goods, you must not charge back, cancel or de-authorise the applicable credit or debit card.
- i. Spriggy Schools shall have the right to debit a Client's Schools balance to recover any loss incurred as a result of a rejected payment or transfer, or other fees incurred as a result of the Client's breach of these Terms & Conditions.

5. Schools Operation/Protection

- a. The Client is obliged to keep all passwords secret and ensure that third parties do not obtain access to the Client's Schools account.
- b. It is the sole responsibility of the Client to immediately report to Spriggy Schools, any security breaches or unauthorised access or use of the Client's Schools account at any time.
- c. The Client may authorise any other person (Authorised Person) to give instructions (via the agreed methods) on its behalf and Spriggy Schools is entitled to act upon instructions which are or appear to be from the Client or any Authorised Person. It is the Client's responsibility to notify Spriggy Schools in writing immediately if there is any change to the Authorised Person list provided pursuant to these Terms & Conditions;
- d. Persons may only be appointed as Authorised Persons where they are a family member appointed to act in the temporary absence of an individual Client.
- e. The Client accepts full responsibility for all and any actions taken by their child(ren) pursuant to the provision of the Services.
- f. Spriggy Schools is under no obligation to accept any instruction that is not made by an Authorised Person or to enquire as to the identity of any person providing the instruction if it reasonably believes the person is an

Authorised Person.

- g. Should Spriggy Schools receive any instruction that it reasonably assumes was from an Authorised Person, Spriggy Schools will not be liable for any properly performed action or omission by Spriggy Schools in reliance on that instruction.

6. Licence

- a. Spriggy Schools herewith grants the Client a personal, revocable, non-transferable, non-exclusive, limited licence to utilise the App and the Services in accordance with these Terms & Conditions, for the Term of this arrangement.
- b. Client warrants they shall not do any act or thing to misuse the App or Service including any attempt or involvement in the following:
 - i. To copy, alter or modify the App or Services.
 - ii. To use the App or Services other than in accordance with these Terms & Conditions as amended from time to time.
 - iii. To use the App or Services for a purpose not reasonably contemplated by these Terms & Conditions.
 - iv. To use the App or Services in conjunction with any equipment, programs or services not authorised by Spriggy Schools.
 - v. To reverse engineer, tamper with, introduce a virus to, initiate or facilitate a denial of service or malware attack on the App or Services.
- c. Client acknowledges that all intellectual property rights connected with the App and Services are owned solely by Spriggy Schools.
- d. Unless otherwise advised in writing, Client herewith grants permission to Spriggy Schools to use photographs, provided by the Client or the relevant school, of the Client's minor child(ren), for identification purposes, website/social media publicity or to provide such to Facility Providers upon request for the purposes of providing the Services.

7. Fees

- a. The Fee for the Services is \$0.29 per order per child (or such other amount that is notified to the Client in accordance with these Terms & Conditions), subject to any promotions or discounts that may be offered from time to time by Spriggy Schools or the Facility Provider.
- b. Such Fee may be amended from time to time with the provision of prior notice to Clients.

- c. The Fee will be debited directly from your Schools balance with each order.

8. Spriggy Schools' Rights & Obligations

Spriggy Schools shall be entitled to retain any interest earned on the Client's Schools balance and any segregated client money held or invested by Spriggy Schools.

9. Indemnity

- a. The Client will indemnify and keep indemnified Spriggy Schools and its employees, contractors or agents from and against any cost, expense, claim, action, suit, loss, damage or other amounts whatsoever arising out of any default, whether by act or omission, of the Client under these Terms & Conditions or anything lawfully done by Spriggy Schools in accordance with these Terms & Conditions or by reason of Spriggy Schools complying with any direction, request or requirement of any regulatory authority.
- b. In the absence of gross negligence, fraud, dishonesty or misconduct, neither Spriggy Schools, nor any of its representatives, officers or agents, shall be responsible or liable in any way for any delay or error in the transmission or execution of any dealing by it under these Terms & Conditions caused by the Client or any other third party, including but not limited to any systems or operational failure or action, bank delay, delay of any electronic transmission or delay caused by accident, emergency or act of god.
- c. Spriggy Schools makes no representation or warranty in any respect relating to the Goods, and shall not be liable for any damage or loss suffered or incurred by the Client arising out of or in connection with the Goods or any Facility Provider.
- d. These indemnities shall survive any termination of the Client relationship.

10. Disclosures

The Client represents and warrants to Spriggy Schools that:

- a. they have received, read and understood these Terms & Conditions.
- b. the Client has formed the opinion that the Services are suitable for the Client's needs and purposes.
- c. the Client has taken such independent legal and financial advice as the Client considers necessary prior to executing these Terms & Conditions.

11. Suspension/Termination

- a. The Client acknowledges and agrees that where one of the following events occurs, Spriggy Schools may immediately suspend or terminate your Schools account and discontinue providing the Services to you:

- i. Breach of these Terms & Conditions
 - ii. The Client's Schools balance is in zero or in debit.
 - iii. Spriggy Schools has a reasonable belief that Client's Schools account has been compromised or involved in an unauthorised activity.
 - iv. Client implements a reverse payment or chargeback to their Schools account.
 - v. Spriggy Schools suspects fraudulent or illegal activity on funds in or in connection with the Client's Schools account.
 - vi. Client refuses to co-operate in an investigation or provide adequate identification or security documentation when reasonably requested.
 - vii. Spriggy Schools considers, in its sole discretion, that Client's Schools account poses a security, credit, business or fraud risk to Spriggy Schools.
 - viii. Spriggy Schools' agreement with the Facility Provider used by the Client is terminated.
- b. The arrangement may otherwise be terminated by either party at any time upon the provision of written notice.
 - c. Should any event occur which has the effect of making or declaring it unlawful or impracticable for Spriggy Schools to offer the Services to the Client in accordance with the terms outlined in these Terms & Conditions, Spriggy Schools may immediately terminate these Terms & Conditions by providing the Client with written notice.

- d. Termination shall not release either party from any existing obligations or from any liabilities for any antecedent breach of any of the terms of these Terms & Conditions and will not relieve the Client of any obligations the Client may owe to Spriggy Schools in accordance with these Terms & Conditions prior to its termination.

- e. Rights under these Terms & Conditions can only be waived in writing, such waiver not to affect the waiving party's rights or entitlements in respect of subsequent breaches. Failure to compel performance shall not be construed as a waiver.

12. Dispute Resolution

- a. If a dispute arises between Spriggy Schools and the Client relating to any Transaction (a "Disputed Transaction"), Spriggy Schools may take any action it considers appropriate

in relation to the Disputed Transaction without previously notifying and/or without having received instruction from the Client. Spriggy Schools will notify the Client what action it has taken, as soon afterwards as it practically can, but if it does not, the validity of its action shall not be affected.

- b. Client complaints will otherwise be managed in line with Spriggy Schools' dispute resolution policy and procedures.
- c. Client agrees and acknowledges that any dispute or complaint the Client has with a Facility Provider is to be handled separately and directly with the Facility Provider, and Spriggy Schools (and its officers, representatives and agents) shall not be in any way liable for any claims, loss or damage, whether direct, indirect or consequential.

13. General

- a. Spriggy Schools may amend these Terms & Conditions at any time without notice, or where such amendments are materially adverse, by giving the Client thirty days notice by displaying the new fee on the App.
- b. In the event that any of the provisions contained in these Terms & Conditions are found to be invalid or unenforceable, such provisions shall be deemed deleted, and the validity and enforceability of the remaining provisions shall continue unimpaired.
- c. If a party fails to exercise or delays in exercising any right under these Terms & Conditions, by doing so it does not waive such right. The rights provided in these Terms & Conditions do not exclude other rights provided by law.
- d. The Client may not assign or otherwise transfer its rights or obligations under these Terms & Conditions or any transaction, without the express written consent of Spriggy Schools.
- e. The parties agree to the electronic recording by either party of telephone or internet conversations between the parties with or without an automatic tone warning device, and the use of such recordings as evidence by either party in any dispute or anticipated dispute between the parties or relating to dealings between the parties.
- f. The Client acknowledges and agrees that Spriggy Schools is permitted to carry out an electronic database search and search credit reference agencies in order to verify the Client's identity and credit standing. If such searches are carried out, Spriggy Schools may keep records of the contents and results of such searches in accordance with all current and applicable laws.
- g. Spriggy Schools reserves the right to collect such information as is necessary from the Client to meet any obligations under

applicable Anti Money Laundering laws and regulations. Spriggy Schools may pass on information collected from the Client and relating to Transactions as required by applicable anti money laundering laws and regulations and is under no obligation to inform the Client it has done so. Spriggy Schools may undertake all such anti money laundering checks in relation to the Client as deemed necessary or appropriate by Spriggy Schools, and reserves the right to take any action with regard thereto with no liability whatsoever.

- h. Spriggy Schools reserves the right to provide all such information regarding the Client in relation to its obligations to, or requests (whether legally binding or not) by a relevant regulatory body.

14. Privacy

- a. In order to provide the Client with these services, Spriggy Schools needs to collect personal information about the Client and obtain the Client's agreement in relation to the handling of such personal information. If the Client does not provide the requested information or agree to the information handling practices detailed in these Terms & Conditions, Spriggy Schools may be unable to provide the services outlined in these Terms & Conditions to the Client.
- b. The Client shall ensure that all information provided to Spriggy Schools is accurate and up-to-date at all times. Any changes must be advised to Spriggy Schools as soon as practicable.
- c. The Client authorises Spriggy Schools to collect, use, store or otherwise process any personal information which enables Spriggy Schools to provide and/or improve its services.
- d. Please refer to the Privacy Policy on our website for further information.

15. Governing Law

These Terms & Conditions are governed by and construed in accordance with the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts and tribunals in that State.