

## Billzy's website terms and conditions

### 1. Introduction

- (a) Billzy Pty Ltd ACN 602 796 298 (Billzy) of Unit 1, 450 Sherwood Road, Sherwood, Queensland operates the Billzy™ website and application (Billzy platform).
- (b) The terms and conditions for the Billzy platform include:
  - (i) these terms and conditions;
  - (ii) our privacy policy; and
  - (iii) any other terms and conditions that appear in or are linked from the Billzy platform including our user agreement (additional terms and conditions).
- (c) The additional terms and conditions will govern your use of, and access to, certain sections of the Billzy platform where they appear.

### 2. Content and access

- (a) While Billzy endeavours to take reasonable care in preparing and maintaining the information on the Billzy platform Billzy does not warrant the accuracy, reliability, adequacy or completeness of any content. You acknowledge and accept that the content may include technical inaccuracies and typographical errors. The content is subject to change at any time without notice and may not necessarily be up to date or accurate at the time you view it.
- (b) It is your responsibility to enquire with Billzy directly to ensure the accuracy and currency of the material or information you seek to rely upon. To the extent permitted by law Billzy disclaims all liability for loss directly or indirectly arising from your use of or reliance on the Billzy platform or its content.
- (c) Billzy does not guarantee that access to the Billzy platform will be uninterrupted or that the Billzy platform is free from viruses or anything else which may damage any computer which accesses the Billzy platform or any data on such a computer.

### 3. Limitation of liability

- (a) To the maximum extent permitted by law, Billzy excludes completely all liability whatsoever for any loss or damage of any kind (including special, indirect or consequential loss and including loss of business profits) however caused (including negligence) arising out of or in connection with the content and the use or performance of the Billzy platform.
- (b) Where the law implies a warranty into these terms and conditions which may not lawfully be excluded, Billzy's liability for breach of such a warranty shall be limited at its option, to any one or more of the following:
  - (i) in the case of goods, to any one of the following Billzy determines:
    - (A) replacement of the goods or the supply of equivalent goods;
    - (B) repair of the goods;
    - (C) payment of the cost of replacing the goods or acquiring equivalent goods; or
    - (D) payment of the cost of having the goods repaired; and
  - (ii) in the case of services, to either supplying the services again or payment of the cost of having the services supplied again.

4. Intellectual property

- (a) The materials displayed on the Billzy platform, including without limitation all editorial materials, information, photographs, illustrations, artwork and other graphic materials, and names, logos and trade marks, are the property of Billzy and are protected by copyright, trade mark and other intellectual property laws. Any such content may be displayed and printed solely for your personal, non-commercial use within your organisation only provided that any copyright notice on such a display or page is not removed. You agree not to reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any such material to any third party without the express prior written consent of Billzy.
- (b) Save for the above, and unless expressly granted, Billzy does not grant any licence or right in, or assign all or part of, its intellectual property rights in the content or applications incorporated into the Billzy platform or in the user interface of the Billzy platform.

5. Third party websites

The Billzy platform may contain links to other websites operated, controlled or produced by third parties. Unless otherwise indicated, Billzy does not control, endorse, sponsor or approve any such third party websites or their content nor does Billzy provide any warranty or take any responsibility whatsoever for any aspect of those websites or their content.

6. Links to Billzy website

- (a) If you wish to establish a link to this website, you must first seek approval from Billzy. To seek approval, please contact Billzy here.
- (b) The following information will be required to assess your request:
  - (i) The URL of the website that you seek to establish a link from;
  - (ii) A brief description of your website;
  - (iii) The reason that you wish to establish a link.
- (c) If Billzy agrees to your proposed link, you must comply with any terms and conditions imposed by Billzy as a condition of such agreement. If the nature and/or content of your website changes in any significant way, you must contact Billzy and provide a new description of your website.

7. Interference with Billzy platform

You must not attempt to change, add to, remove, deface, hack or otherwise interfere with the Billzy platform or any material or content displayed on the Billzy platform.

8. Jurisdiction

- (a) These terms and conditions are governed by and construed in accordance with the laws of Queensland, Australia (Jurisdiction).
- (b) In the event that a dispute arises from these terms and conditions, you agree to submit to the non-exclusive jurisdiction of the courts of the Jurisdiction.
- (c) Each party irrevocably waives any objection it may have now or in the future to the venue of any proceedings where that venue falls within the Jurisdiction.