

noggins.co

Policies, Terms and Conditions

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1. CODE OF CONDUCT

1.1. General

- a. Your online community is an extension of your real-life community therefore the same standards of behaviour are to be observed at all times. Foul, abusive, hateful language, threats and lewdness are not acceptable. We, just like you, hate junk and will delete it whenever we see it. This also includes (but is not limited to) derogatory comments on someone's protected characteristics (e.g. race, gender, religion) or indication of a personal vendetta against a business and its associates.
- b. Opinions are like bottoms, everyone has one, and while we welcome yours, we urge you to remember to respect those of others, even if you strongly disagree with them.
- c. Please keep your contributions relevant, and do not place irrelevant, inappropriate, or promotional content, that solicit customers, or that spam businesses.
- d. Your Content must be compliant with these Policies, Terms & Conditions and the prevailing local laws and regulations. We reserve the right to remove any content that does not meet such standards without notice, and at our absolute discretion.

1.2. Members

- a. We make no claims to be a court of law, government agency, or either of their representatives. If you have a dispute with a Business, or if you feel a Business is contravening existing laws or regulations, we encourage you to contact the appropriate authorities directly. We are not the appropriate authority for reporting illegal activities, physical confrontations, health code violations, or anything under investigation by local governing bodies or law-enforcement personnel. We encourage that such accusations be reported to the concerned authorities.
- b. Identifying or promoting yourself as an associate of us or using your status to solicit any kind of benefits in exchange for the promotion, or at the threat of negative publicity, will not be tolerated. If reports or evidence of such instances are brought to our attention, we reserve the right to delete your content, remove your access to the Services, or take any other action that we may deem fit, at our absolute discretion.

1.3. Businesses

- a. Good customer experiences are essential for all Businesses, including yours and ours. Please make every effort to edit and make changes required to the published information about your Business, so it remains relevant and up to date.
- b. Don't solicit content on our platforms. This includes but is not limited to.
 - i. Providing inducements to customers such as free goods & services, discounts, or payment in exchange for content.
 - ii. Don't work with companies or third-party vendors such as public relations agencies to target content on our platforms.

- iii. We reserve the right to delete any content believed to be affected by solicitation, remove your access to the Services, or take any other action that we may deem fit, at our absolute discretion.
- c. Don't entertain requests or demands from customers who ask for benefits at the threat of posting unfavourable content. It only reinforces those individual's belief that such behaviour is acceptable or tolerated.
- d. Our platforms are public so remain professional at all times, even when you strongly disagree with another user's content. You can provide an alternative view, but please don't use our platforms as a forum for settling scores. Remember other users are customers, or potential customers as well.

2. EMPLOYEE CODE OF ETHICS

Please note that any individual associated with us in an official capacity or otherwise is ethically, and potentially contractually, forbidden from using their status to solicit free goods or services, or receive special treatment.

- a. Our employees are expected to adhere to and uphold the highest standard of ethics and integrity. This includes acting in accordance with our core values and policies at all times.
- b. Our employees are prohibited from using their employee status to solicit discounts, freebies, or special treatment at Businesses. Unless visiting a Business in the official course of their work commitments, employees are to refrain from identifying themselves as our employees.
- c. Our moderators must maintain the neutrality of our platforms. They are required to use their best judgement in implementing moderation guidelines and are prohibited from giving preferential treatment to Businesses. Deleting authentic Content compliant with our Policies, Terms & Conditions is in violation of our policies. Similarly, retaining Content, which is proven to be unauthentic, is in violation of our policies.
- d. We encourage Businesses that witness any behaviour not in compliance with this code to report such behaviour to us.

3. PRIVACY POLICY

3.1. Introduction

Imagine Nation Pty Ltd and / or its affiliates (hereinafter collectively referred to as "noggins.co," the "Company," "we," "us," and "our,") respect your privacy and are committed to protecting it. This policy describes:

- a. the types of information that we may collect from you when you access or use our websites, applications, and other online services (collectively, referred as "Services"); and
- b. its practices for collecting, using, maintaining, protecting, and disclosing that information.

This policy applies only to the information we collect through our Services, in email, text and other electronic communications sent through or in connection with our Services.

This policy does not apply to information that you provide to, or that is collected by, any third-party, such as Businesses to which you provide patronage, or social media platforms. We encourage you to consult directly with such third-parties about their privacy practices.

Please read this policy carefully to understand our policies and practices regarding your information and how we will treat it. By accessing or using our Services you agree to this Privacy Policy, and you are consenting to our collection, use, disclosure, retention, and protection of your personal information as described here. If you do not provide the information we require, we may not be able to provide all of the Services to you.

Your information may be collected, used, disclosed, retained, and will be protected in accordance with this policy as well as any applicable laws. Data may be transferred and shared between our affiliated entities, and we may process and retain your personal information on our or third-party servers in data centres located outside of the country in which you reside.

This policy may change from time to time, your continued use of our Services after it makes any change is deemed to be acceptance of those changes, so please check the policy periodically for updates.

3.2. Collection of Personal Information

Your Personal Information ("PI") is the information that can be associated with a specific person and could be used to identify that specific person whether from that data, or from the data and other information that we have or are likely to have access to. We do not consider personal information to include information that has been made anonymous or aggregated so that it can no longer be used to identify a specific person, whether in combination with other information or otherwise. When you engage in certain activities using the Services, such as completing the sign up or sign in process, registering a Business, contacting us, requesting information, interacting via social media, or participating in a promotion, we may ask you to provide certain information about yourself by filling out and submitting an online form. It may include, but is not limited to, your name, email address, physical address, and phone number. It is optional for you to engage in these activities, and therefore provide your PI, but please note that we may not be able to provide certain Services without such information being made available.

3.3. Use of Personal Information

We recognise and appreciate the importance of responsible use of this information. We use the information we collect for a variety of purposes, including but not limited to:

- a. Process and respond to your queries
- b. Understand our users (what they do on our Services, what features they like, how they use them, etc.), improve the content and features of our Services and process.
- c. Administer our Services and diagnose technical problems.
- d. Send you communications that you have requested or that may be of interest to you by way of social media, emails, telephone calls, or any other mode of communication.
- e. Enable us to show you ads.

- f. Generate and review reports and data about, and to conduct research on, our user base and Service usage patterns.
- g. Administer promotions.
- h. Provide you with customer support.
- i. Provide you with policies about the Services.
- j. Carry out our obligations and enforce our rights arising from any contracts entered into between you and us.
- k. Notify you about changes to our Services.
- l. Allow you to participate in interactive features offered through our Services.
- m. In any other way we may describe when you provide the information.
- n. For any other purpose with your consent.

3.4. Sharing Information we collect

We may disclose personal information that we collect, or you provide, as described in this privacy policy, in the following ways:

- a. To our subsidiaries and affiliates, which are entities under common ownership or control of our ultimate parent company Imagine Nation Pty Ltd.
- b. To contractors and other third-parties whom we use to support our business and who are bound by contractual obligations to keep personal information confidential and use it only for the purposes for which we disclose it to them.
- c. To fulfil the purpose for which you provide it.
- d. For any other purpose disclosed by us when you provide the information.
- e. Some of our products, services and databases are hosted by third party hosting services providers. We also may use vendors for other projects, such as conducting surveys or organizing promotions for us. We may share information about you with these vendors only to enable them to perform their services.
- f. We may share your information when we believe in good faith that such sharing is reasonably necessary in order to investigate, prevent, or act regarding possible illegal activities or to comply with legal process. We may also share your information to investigate and address threats or potential threats to the physical safety of any person, to investigate and address violations of our Policies, Terms and Conditions, or to investigate and address violations of the rights of third parties and / or to protect the rights, property, and safety of us, our employees, users, or the public. This may involve the sharing of your information with law enforcement, government agencies, courts, and / or other organizations on account of legal request such as subpoena, court order or government demand to comply with the law.
- g. If you interact with social media features on our Services, such as but not limited to, Facebook and Instagram, features on these platforms may collect information about your use of the Services, as well as post information about your activities on the social media service. Your interactions with social media companies are governed by their privacy policies.

- h. To enforce or apply our Policies, Terms and Conditions and other agreements.
- i. If we believe disclosure is necessary or appropriate to protect the rights, property, or safety of us our customers or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection.
- j. We may share your information in any other circumstances where we have your consent.

3.5. Updating your Personal Information

You have the right to access and correct your personal information and privacy preferences.

We will take reasonable steps to accurately record the personal information that you provide, and any subsequent updates, to us. We will endeavour to process any authentic updates as soon as possible except where we, acting reasonably believe;

- a. your requests are abusive or unreasonably excessive,
- b. the rights or safety of another person or persons would be encroached upon, or
- c. the information or material you request relates to existing or anticipated legal proceedings between you and us, or providing access to you would prejudice negotiations between us or an investigation of possible unlawful activity. Your right to review, update, correct, and delete your information is subject to our records retention policies and applicable law, including any statutory retention requirements.

Your right to review, update, correct, and delete your personal information may also be limited, subject to the law of your jurisdiction.

4. ACCEPTANCE

These Policies, Terms & Conditions (the "Terms") are intended to make you aware of your legal rights and responsibilities with respect to your access to and use of our websites ("Sites") and any related mobile or software applications ("Platforms") including but not limited to delivery of information, including via social media platforms such as but not limited to Instagram and Facebook, whether existing now or in the future that link to the Terms (collectively, the "Services").

These Terms are effective for all existing and future users, including but without limitation to users having completed the 'sign in' or 'sign up' process.

If you interact with third-party features on our Services, such as but not limited to, those provided by social media companies like Facebook and Instagram, your interactions with such companies are governed by their terms. We encourage you to consult directly with such third-parties about their individual terms.

Please read these Terms carefully. By accessing or using our Platforms, you are agreeing to these Terms and concluding a legally binding contract with Imagine Nation Pty Ltd and/or its affiliates

(hereinafter collectively referred to as the "Company," "we," "us," and "our,"). You may not use the Services if you do not accept the Terms or are unable to be bound by the Terms. Your use of our Platforms is at your own risk including the risk that you might be exposed to content that is objectionable, or otherwise inappropriate.

In order to use the Services, you must first agree to the Terms. You can accept the Terms by:

- a. Clicking to accept or agree to the Terms, where it is made available to you by us in the user interface for any particular Service; or
- b. Actually using the Services. In this case, you understand and agree that we will treat your use of the Services as acceptance of the Terms from that point onwards.

5. DEFINITIONS

User means "You" or "Your" and refers to you, as a user of the Services. A user is someone who accesses or uses the Services for the purpose of sharing, displaying, hosting, publishing, transacting, or uploading information or views or pictures and includes other persons jointly participating in using the Services including without limitation a user having completed the 'sign in' or 'sign up' process.

Content means and will include (but is not limited to) reviews, images, photos, audio, video, location data, nearby places, and all other forms of information or data. "Your content" or "User Content" means content that you upload, share, or transmit to, through or in connection with the Services, such as likes, ratings, reviews, images, photos, messages, profile information, and any other materials that you publicly display or displayed when completing the 'sign in' or 'sign up' process. "Our Content" means content that we create and make available in connection with the Services including, but not limited to, visual interfaces, interactive features, graphics, design, compilation, computer code, products, software, aggregate ratings, reports, and other usage-related data in connection with activities associated with the Services and all other elements and components of the Services excluding Your Content and Third-Party Content. "Third-Party Content" means content that comes from parties other than us or our users and is available on the Services.

Business or Businesses means the businesses listed on our Platforms.

6. ELIGIBILITY TO USE THE SERVICES

- a. You hereby represent and warrant that you are at least eighteen (18) years of age or above and are fully able and competent to understand and agree to the policies, terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms.
- b. You are compliant with all laws and regulations in the country in which you live when you access and use the Services. You agree to use the Services only in compliance with these Terms and applicable law, and in a manner that does not violate our legal rights or those of any third party(ies).

7. CHANGES

We may vary or amend or change or update these Terms, from time to time entirely at our own discretion. You shall be responsible for checking these Terms from time to time and ensure continued compliance with these Terms. Your use of our Platforms after any such amendment or change in the Terms shall be deemed as your express acceptance to such amended / changed Terms and you also agree to be bound by such changed / amended Terms.

8. TRANSLATION

We may provide a translation of the English version of the Terms into other languages. You understand and agree that any translation of the Terms into other languages is only for your convenience and that the English version shall govern the terms of your relationship with us. Furthermore, if there are any inconsistencies between the English version of the Terms and its translated version, the English version of the Terms shall prevail over others.

9. PROVISION OF SERVICES

- a. We are constantly evolving in order to provide the best possible experience and information to our users. You acknowledge and agree that the form and nature of the Services which we provide, may require effecting certain changes in it, therefore, we reserve the right to suspend / cancel, or discontinue any or all products or services at any time without notice, make modifications and alterations in any or all of its contents, products and services contained on the Sites without any prior notice.
- b. You acknowledge and agree that if we cancel your access to the Services, you may be prevented from accessing any files or other content, which is contained in the Platforms.
- c. By using our Services you agree to the following disclaimers:
 - i. The Content on these Services is for informational purposes only. We disclaim any liability for any information that may have become outdated since the last time the particular piece of information was updated. We reserve the right to make changes and corrections to any part of the Content on these Services at any time without prior notice. We do not guarantee the quality, availability, or prices of any of the Goods or items listed by any Business. Unless stated otherwise, all pictures and information contained on these Services are believed to be owned by or licensed to us. Please email a takedown request (by using the "Contact Us" link) if you are the copyright owner of any Content on these Services and you think the use of such material violates Your copyright in any way. Please indicate the exact URL of the webpage in your request. All images shown on our Platforms have been digitized by us. No other party is authorized to reproduce or republish these digital versions in any format whatsoever without the prior written permission of us.

- ii. Any certification, licenses or permits ("Certification") or information in regard to such Certification that may be displayed on the Businesses listing page on the our Platforms is for informational purposes only. Such Certification is displayed by us on an 'as available' basis that is provided to us by the Business partner(s). We do not make any warranties about the validity, authenticity, reliability and accuracy of such Certification or any information displayed in this regard. Any reliance by a user upon the Certification or information thereto shall be strictly at such user's own risk and we in no manner shall assume any liability whatsoever for any losses or damages in connection with the use of this information or for any inaccuracy, invalidity or discrepancy in the Certification or non-compliance of any applicable local laws or regulations by the Business.
- d. We reserve the right to charge fees from a user, by giving reasonable prior notice, in respect of any product, service or any other aspect of our Platforms anytime in the future.
- e. We may from time to time introduce referral and / or incentive-based programs for our users (Program). These Program(s) maybe governed by their respective terms. By participating in the Program, Users are bound by the Program terms as well as these Terms. Further, we reserve the right to terminate / suspend the User's participation in the Program if we determine at our sole discretion that the User has violated the rules of the Program and / or has been involved in activities that are in contravention of the Program terms and / or the Terms or has engaged in activities which are fraudulent / unlawful in nature. Furthermore, we reserve the right to modify, cancel and discontinue a Program without notice to the User.

10. USE OF SERVICES

- a. You agree to use the Services only for purposes that are permitted by;
 - i. The Terms; and
 - ii. Any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions.
- b. You agree to use the data owned by us (as available on the Services or through any other means like API etc.) only for personal use or purposes and not for any commercial use unless agreed to by us in writing.
- c. You agree not to access (or attempt to access) any of the Services by any means other than the interface that is provided by us, unless you have been specifically allowed to do so, by way of a separate agreement with us. You specifically agree not to access (or attempt to access) any of the Services through any automated means (including use of scripts or web crawlers) and shall ensure that you comply with the instructions set out in any file present on the Services.
- d. You agree that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services). You shall not delete or revise any material or information posted by any other User(s), shall not engage in spamming, including but not limited to any form of emailing, posting, or messaging that is unsolicited.

11. CONTENT

11.1. Ownership and Proprietary Rights

- a. We are the sole and exclusive copyright owner of the Services and our Content. We also exclusively own the copyrights, trademarks, service marks, logos, trade names, trade dress and other intellectual and proprietary rights throughout the world (the "IP Rights") associated with the Services and our Content, which may be protected by copyright, patent, trademark and other applicable intellectual property and proprietary rights and laws. You acknowledge that the Services contain original works and have been developed, compiled, prepared, revised, selected, and arranged by us and others through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort, and money and constitutes valuable intellectual property of us and such others. You further acknowledge that the Services may contain information which is designated as confidential by us and that you shall not disclose such information without our prior written consent.
- b. You agree to protect our proprietary rights and the proprietary rights of all others having rights in the Services during and after the term of this agreement and to comply with all reasonable written requests made by us or our suppliers and licensors of content or otherwise to protect their and others' contractual, statutory, and common law rights in the Services. You acknowledge and agree that our (or our licensors) own all legal right, title, and interest in and to the Services, including any IP Rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that the Services may contain information which is designated as confidential by us and that you shall not disclose such information without our prior written consent. Unless you have agreed otherwise in writing with us, nothing in the Terms gives you a right to use any of our trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.
- c. You agree not to use any framing techniques to enclose any trademark or logo or other proprietary information of ours; or remove, conceal, or obliterate any copyright or other proprietary notice or source identifier, including without limitation, the size, colour, location, or style of any proprietary mark(s). Any infringement shall lead to appropriate legal proceedings against you at an appropriate forum for seeking all available and possible remedies under applicable laws of the country of violation. You cannot modify, reproduce, publicly display, or exploit in any form or manner whatsoever any of our Content in whole or in part except as expressly authorized by us.
- d. To the fullest extent permitted by applicable law, we neither warrant nor represent that your use of materials displayed on the Services will not infringe rights of third parties not owned by or affiliated with us. You agree to immediately notify us upon becoming aware of any claim that the Services infringe upon any copyright trademark, or other contractual, intellectual, statutory, or common law rights by following the instructions contained below in the 'Notice of copyright infringement and grievance redressal mechanism' section.

11.2. Our Content

- a. We grant you a personal, limited, non-exclusive and non-transferable license to access and use the Services only as expressly permitted in these Terms. You shall not use the Services for any illegal purpose or in any manner inconsistent with these Terms. You may use information made available through the Services solely for your personal, non-commercial use. You agree not to use, copy, display, distribute, modify, broadcast, translate, reproduce, reformat, incorporate into advertisements and other works, sell, promote, create derivative works, or in any way exploit or allow others to exploit any of our Content in whole or in part except as expressly authorized by us. Except as otherwise expressly granted to you in writing, we do not grant you any other express or implied right or license to the Services, our Content or our IP Rights.
- b. Any violation by you of the license provisions contained in this Section may result in the immediate termination of your right to use the Services, as well as potential liability for copyright and other IP Rights infringement depending on the circumstances.

11.3. Your Content

- a. By submitting Your Content, you hereby irrevocably grant us a perpetual, irrevocable, world-wide, non-exclusive, fully paid and royalty-free, assignable, sublicensable and transferable license and right to use Your Content (including content shared by any user having completed the 'sign in' or 'sign up' process) and all IP Rights therein for any purpose including API partnerships with third parties and in any media existing now or in future. By "use" we mean use, copy, display, distribute, modify, translate, reformat, incorporate into advertisements and other works, analyse, promote, commercialize, create derivative works, and in the case of third-party services, allow their users and others to do the same. You grant us the right to use the name or username that you submit in connection with Your Content. You irrevocably waive, and cause to be waived, any claims and assertions of moral rights or attribution with respect to Your Content brought against us or our Users, any third-party services, and their users.
- b. You are responsible for Your Content. You represent and warrant that you are the sole author of, own, or otherwise control all of the rights of Your Content or have been granted explicit permission from the rights holder to submit Your Content; Your Content was not copied from or based in whole or in part on any other content, work, or website; Your Content was not submitted via the use of any automated process such as a script bot; use of Your Content by us, third party services, and our and any third party users will not violate or infringe any rights of yours or any third party; Your Content is truthful and accurate; and Your Content does not violate our Terms or any applicable laws.
- c. You assume all risks associated with Your Content, including anyone's reliance on its quality, accuracy, or reliability, or any disclosure by you of information in Your Content that makes you personally identifiable. While we reserve the right to remove Content, we do not control actions or Content posted by our users and do not guarantee the accuracy, integrity, or quality of any Content. You acknowledge and agree that Content posted by users and all liability arising from

such Content is the sole responsibility of the user who posted the content, or provided the content for posting, and not us.

- d. We reserve the right, at any time and without prior notice, to remove, block, or disable access to any Your Content that we, for any reason or no reason, consider to be objectionable, in violation of the Terms or otherwise harmful to the Services or our users in our sole discretion. Subject to the requirements of applicable law, we are not obligated to return any of Your Content to you under any circumstances. Further, we reserve the right to delete, or request the deletion of, any images and pictures forming part of Your Content at our sole discretion.

11.4. Third-Party Content

- a. Some of the content available through the Services may include or link to materials that belong to third parties. Please note that your use of such third-party services will be governed by the terms of service and privacy policy applicable to the corresponding third party. We may obtain business addresses, phone numbers, and other contact information from third party vendors who obtain their data from public sources.
- b. We have no control over, and make no representation or endorsement regarding the accuracy, relevancy, copyright compliance, legality, completeness, timeliness or quality of any product, services, advertisements, and other content appearing in or linked to from the Services. We do not screen or investigate third party material before or after including it on our Services.
- c. We reserve the right, in our sole discretion and without any obligation, to make improvements to, or correct any error or omissions in, any portion of the content accessible on the Services. Where appropriate, we may in our sole discretion and without any obligation, verify any updates, modifications, or changes to any content accessible on the Services, but shall not be liable for any delay or inaccuracies related to such updates. You acknowledge and agree that we are not responsible for the availability of any such external sites or resources, and do not endorse any advertising, products, or other materials on or available from such web sites or resources.
- d. Third party content, including content posted by our users, does not reflect our views, or that and subsidiary, affiliate companies, branches, employees, officers, directors, agents, licensors, or shareholders (collectively “Parties”). In addition, none of the content available through the Services is endorsed or certified by the providers or licensors of such third-party content. We assume no responsibility or liability for any of Your Content or any third-party content.
- e. You further acknowledge and agree that we are not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products, or other materials on, or available from, such web sites or resources. Without limiting the generality of the foregoing, we expressly disclaim any liability for any offensive, defamatory, illegal, invasive, unfair, or infringing content provided by third parties.

12. MEMBER REVIEWS

Our Platforms are neutral which;

- a. Solely provide a means of communication between businesses and other users. Any review, rating or posting of opinion by users, do not reflect our opinion. The advertisements published on our Platforms are independent of any reviews, rating or posting of opinion (collectively 'Review') received by such advertisers.
- b. Does not arbitrate disputes, however in case if someone writes a Review that the business does not consider to be true, the best option for the business representative would be to contact the relevant user or post a public response in order to clear up any misunderstandings. If the Business believes that any particular user's Review violates any of our Terms, the business may write to us and bring such violation to our attention. We may remove the Review at our sole discretion if the Review is in violation of the Terms or is otherwise harmful to the Services.

13. RESTRICTIONS

- a. Without limiting the generality of these Terms, in using the Services, you specifically agree not to post or transmit any content (including Review) or engage in any activity that, in our sole discretion:
 - i. Violate our Terms;
 - ii. Is harmful, threatening, abusive, harassing, tortious, indecent, defamatory, discriminatory, vulgar, profane, obscene, libellous, hateful, or otherwise objectionable, invasive of another's privacy, relating or encouraging money laundering or gambling;
 - iii. Constitutes an inauthentic or knowingly erroneous Review, or does not address the goods and services, atmosphere, or other attributes of the business you are reviewing.
 - iv. Contains material that violates the standards of good taste or the standards of the Services;
 - v. Violates any third-party right, including, but not limited to, right of privacy, right of publicity, copyright, trademark, patent, trade secret, or any other intellectual property or proprietary rights;
 - vi. Accuses others of illegal activity or describes physical confrontations;
 - vii. Alleges any matter related to health code violations requiring healthcare department reporting.
 - viii. Is illegal, or violates any federal, state, or local law or regulation (for example, by disclosing or trading on inside information in violation of securities law);
 - ix. Attempts to impersonate another person or entity;
 - x. Disguises or attempts to disguise the origin of Your Content, including but not limited to by submitting Your Content under a false name or false pretences, or disguising or attempting to disguise the IP address from which Your Content is submitted;
 - xi. Constitutes a form of deceptive advertisement or causes, or is a result of, a conflict of interest;

- xii. Is commercial in nature, including but not limited to spam, surveys, contests, pyramid schemes, postings or reviews submitted or removed in exchange for payment, postings or reviews submitted or removed by or at the request of the business being reviewed, or other advertising materials;
 - xiii. Asserts or implies that Your Content is in any way sponsored or endorsed by us;
 - xiv. Contains material that is not in English or, in the case of products or services provided in foreign languages, the language relevant to such products or services;
 - xv. Falsely states, misrepresents, or conceals your affiliation with another person or entity;
 - xvi. Distributes computer viruses or other code, files, or programs that interrupt, destroy, or limit the functionality of any computer software or hardware or electronic communications equipment;
 - xvii. Interferes with, disrupts, or destroys the functionality or use of any features of the Services or the servers or networks connected to the Services;
 - xviii. "Hacks" or accesses without permission our proprietary or confidential records, records of another user, or those of anyone else;
 - xix. Violates any contract or fiduciary relationship (for example, by disclosing proprietary or confidential information of your employer or client in breach of any employment, consulting, or non-disclosure agreement);
 - xx. Decompiles, reverse engineers, disassembles or otherwise attempts to derive source code from the Services;
 - xxi. Removes, circumvents, disables, damages, or otherwise interferes with security-related features, or features that enforce limitations on use of, the Services;
 - xxii. Violates the restrictions in any robot exclusion headers on the Services, if any, or bypasses or circumvents other measures employed to prevent or limit access to the Services;
 - xxiii. Collects, accesses, or stores personal information about other users of the Services;
 - xxiv. Is posted by a bot;
 - xxv. Harms minors in any way;
 - xxvi. Threatens the unity, integrity, defence, security, or sovereignty of Australia or of the country of use, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation;
 - xxvii. Modifies, copies, scrapes or crawls, displays, publishes, licenses, sells, rents, leases, lends, transfers or otherwise commercialize any rights to the Services or Our Content; or
 - xxviii. Attempts to do any of the foregoing.
- b. You acknowledge that we have no obligation to monitor your, or anyone else's access to or use of the Services for violations of the Terms, or to review or edit any content. However, we have the right to do so for the purpose of operating and improving the Services (including without limitation for fraud prevention, risk assessment, investigation, and customer support purposes), to ensure your compliance with the Terms and to comply with applicable law or the order or

requirement of legal process, a court, consent decree, administrative agency, or other governmental body.

- c. You hereby agree and assure us that our Platforms and Services shall be used for lawful purposes only and that you will not violate laws, regulations, ordinances, or other such requirements of any applicable Federal, State or local government, relevant laws in the country of use or international law(s). You shall not upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, junk mail, spam mail, chain letters or any other form of solicitation, encumber or suffer to exist any lien or security interest on the subject matter of these Terms or to make any representation or warranty on behalf of us in any form or manner whatsoever.
- d. Any Content provided by you to us, shall be subject to relevant laws of Australia and of the country of use and may be disabled, or and may be subject to investigation under applicable laws. Further, if you are found to be in non-compliance with the laws and regulations, these Terms, we shall have the right to immediately block your access and usage of the Platforms and we shall have the right to remove any non-compliant content and or comment forthwith, provided by you and shall further have the right to take appropriate recourse to such remedies as would be available to us under various statutes.

14. FEEDBACK

- a. If you share or send any ideas, suggestions, changes, or documents regarding our existing business ("Feedback"), you agree that;
 - i. Your Feedback does not contain the confidential, secretive, or proprietary information of third parties;
 - ii. We are under no obligation of confidentiality with respect to such Feedback, and shall be free to use the Feedback on an unrestricted basis;
 - iii. We may have already received similar Feedback from some other user or it may be under consideration or in development, and
 - iv. By providing the Feedback, you grant us a binding, non-exclusive, royalty-free, perpetual, global license to use, modify, develop, publish, distribute, and sublicense the Feedback, and you irrevocably waive, against us and our users any claims or assertions, whatsoever of any nature, with regard to such Feedback.
- b. Please provide only specific Feedback on our existing products or marketing strategies; do not include any ideas that our Terms will not permit us to accept or consider.
- c. Notwithstanding the abovementioned clause we, including any of our employees, do not accept or consider unsolicited ideas, including ideas for new advertising campaigns, new promotions, new or improved products or technologies, product enhancements, processes, materials, marketing plans or new product names. Please do not submit any unsolicited ideas, original creative artwork, suggestions, or other works ("Submissions") in any form to us or any of our employees.

- d. The purpose of this policy is to avoid potential misunderstandings or disputes when our products or marketing strategies might seem similar to ideas submitted to us. If, despite our request to not send us your ideas, you still submit them, then regardless of what your letter says, the following terms shall apply to your Submissions.
- e. Terms of Idea Submission. You agree that:
 - i. Your Submissions and their Contents will automatically become our property, without any compensation to you;
 - ii. We may use or redistribute the Submissions and their contents for any purpose and in any way;
 - iii. There is no obligation for us to review the Submission; and
 - iv. There is no obligation to keep any Submissions confidential.

15. ADVERTISING

- a. Some of the Services may be supported by advertising revenue and may display advertisements and promotions. These advertisements may be targeted to the content of information stored on the Services, queries made through the Services or other information. The manner, mode, and extent of advertising by us on the Services are subject to change without specific notice to you. In consideration for us granting you access to and use of the Services, you agree that we may place such advertising on the Services.
- b. Part of the site may contain advertising information or promotional material, or other material submitted to us by third parties or Users. Responsibility for ensuring that material submitted for inclusion on the Platforms complies with applicable international and national law is exclusively on the party providing the information or material. Your correspondence or business dealings with, or participation in promotions of, advertisers other than us found on or through the Platforms, including payment and delivery of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, shall be solely between you and such advertiser. We will not be responsible or liable for any error or omission, inaccuracy in advertising material or any loss or damage of any sort incurred as a result of any such dealings or as a result of the presence of such other advertiser(s) on the Platforms.

16. DISCLAIMERS

16.1. Warranties

- a. You acknowledge and agree that the Services are provided “as is” and “as available” and that your use of the Services shall be at your sole risk. To the fullest extent permitted by applicable law, the Parties disclaim all warranties, express or implied, in connection with the Services including the Platforms and your use of them.
- b. To the fullest extent permitted by applicable law, the Parties make no warranties or representations that the Services have been and will be provided with due skill, care, and

diligence or about the accuracy or completeness of the Services Content and assume no responsibility for any:

- i. Errors, mistakes, or inaccuracies of Content;
 - ii. Personal injury or property damage of any nature whatsoever resulting from your access to and use of the Services;
 - iii. Any unauthorised access to or use of our Services and / or any and all personal information stored therein;
 - iv. Any interruption or cessation of transmission to or from the Services;
 - v. Any bugs, viruses, trojan horses or the like, or the like which may be transmitted to or through the Services through the actions of any third party;
 - vi. Any loss of your data or content from the Services; and / or
 - vii. Any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted, or otherwise made available via the Services.
- c. Any material downloaded or otherwise obtained through the use of the Services is done at your own discretion and risk. You will be solely responsible for any damage to your computer system or other device or loss of data that results from the download of any such material.
- d. The Parties will not be a party to or in any way be responsible for monitoring any transaction between you and third-party providers of products or services. You are solely responsible for all of your communications and interactions with other Users of the Services and with other persons with whom you communicate or interact as a result of your use of the Services.
- e. No advice or information, whether oral or written, obtained by you from us or through or from the Services shall create any warranty not expressly stated in the Terms.
- f. Unless you have been expressly authorised to do so in writing by us, you agree that in using the Services, you will not use any trademark, service mark, trade name, logo of any company or organisation in a way that is likely or intended to cause confusion about the owner or authorised user of such marks, names or logo's.

16.2. Limitation of Liability

- a. To the fullest extent permitted by applicable law, in no event shall the Parties be liable to you for any damages resulting from any;
- i. Errors, mistakes, or inaccuracies of Content;
 - ii. Personal injury or property damage of any nature whatsoever resulting from your access to and use of the Services;
 - iii. Any unauthorised access to or use of our Services and / or any and all personal information stored therein;
 - iv. Any interruption or cessation of transmission to or from the Services;
 - v. Any bugs, viruses, trojan horses or the like, or the like which may be transmitted to or through the Services through the actions of any third party;
 - vi. Any loss of your data or content from the Services and / or

- vii. Any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted, or otherwise made available via the Services, whether based on warranty, contract, tort, or any other legal theory, and whether or not the doli Parties are advised of the possibility of such damages.
 - viii. The disclosure of information pursuant to these Terms.
 - ix. Loss or damage which may be incurred by you, including but not limited to loss or damage as a result of reliance placed by you on the completeness, accuracy, or existence of any advertising, or as a result of any relationship or transaction between you and any advertiser or sponsor whose advertising appears on the Services; and / or
 - x. Delay or failure in performance resulting from causes beyond our reasonable control.
- b. In no event shall the Parties be liable to you for any indirect, incidental, special, punitive exemplary or consequential damages whatsoever, however caused and under any theory of liability, including but not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, any loss of data suffered, cost of procurement of substitute good or services, or other intangible loss.

16.3. Indemnification

- a. You agree to indemnify, defend, and hold harmless the Parties from and against any third-party claims, damages (actual and / or consequential), actions, proceedings, demands, losses, liabilities, costs, and expenses (including reasonable legal fees) suffered or reasonably incurred by us arising as a result of, or in connection with:
- i. Your Content;
 - ii. Your unauthorized use of the Services, or products or services included or advertised in the Services;
 - iii. Your access to and use of the Services;
 - iv. Your violation of any rights of another party; or
 - v. Your breach of these Terms, including, but not limited to, any infringement by you of the copyright or intellectual property rights of any third party.
- b. We retain the exclusive right to settle, compromise and pay, without your prior consent, any and all claims or causes of action which are brought against us. We reserve the right, at your expense, to assume the exclusive defence and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defence of these claims. You agree not to settle any matter in which we are named as a defendant and / or for which you have indemnity obligations without our prior written consent. We will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

17. TERMINATION

- a. You can delete your Business listing at any time.

- b. We may terminate your use of the Services and deny you access to the Services at our sole discretion for any reason or no reason, including your;
 - i. Violation of these Terms; and / or
 - ii. Lack of use of the Services.
- c. You agree that any termination of your access to the Services may be affected without prior notice and acknowledge and agree that we may immediately deactivate or delete your account and all related information and / or bar any further access to your account or the Services. If you use the Services in violation of these Terms, we may, at our sole discretion, retain all data collected from your use of the Services. Further, you agree that we shall not be liable to you or any third party for the discontinuation or termination of your access to the Services.

18. GENERAL

18.1. Interpretation

The section and subject headings in these Terms are included for reference only and shall not be used to interpret any provisions of these Terms.

18.2. Entire Agreement and Waiver

The Terms shall constitute the entire agreement between you and us concerning the Services. No failure or delay by us in exercising any right, power or privilege under the Terms shall operate as a waiver of such right or acceptance of any variation of the Terms and nor shall any single or partial exercise by either party of any right, power or privilege preclude any further exercise of that right or the exercise of any other right, power, or privilege.

18.3. Severability

If any provision of these Terms is deemed unlawful, invalid, or unenforceable by a judicial court for any reason, then that provision shall be deemed severed from these Terms, and the remainder of the Terms shall continue in full force and effect.

18.4. Partnership or Agency

None of the provisions of these Terms shall be deemed to constitute a partnership or agency between you and us and you shall have no authority to bind us in any form or manner, whatsoever.

18.5. Governing Law / Waiver

- a. These Terms shall be governed by the laws of Australia. The Courts of law at Perth, Western Australia shall have exclusive jurisdiction over any disputes arising under this agreement.
- b. For all Users, you must commence any legal action against us within one (1) year after the alleged harm initially occurs. Failure to commence the action within that period shall forever bar any claims or causes of action regarding the same facts or occurrence, notwithstanding any

statute of limitations or other law to the contrary. Within this period, any failure by us to enforce or exercise any provision of these Terms or any related right shall not constitute a waiver of that right or provision.

18.6. Carrier Rates

By accessing the Services through a mobile or other device, you may be subject to charges by your Internet or mobile service provider, so check with them first if you are not sure, as you will be solely responsible for any such costs incurred.

18.7. Linking and Framing

You may not frame the Services. You may link to the Services, provided that you acknowledge and agree that you will not link the Services to any website containing any inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful topic, name, material, or information or that violates any intellectual property, proprietary, privacy, or publicity rights. Any violation of this provision may, at our sole discretion, result in termination of your use of and access to the Services effective immediately.

18.8. Notices

We shall not be liable for any infringement of copyright arising out of materials posted on or transmitted through the Platforms, or items advertised on the Platforms, by end users or any other third parties. We respect the intellectual property rights of others and require those that use the Services to do the same. We may, in appropriate circumstances and at our discretion, remove or disable access to material on the Services that infringes upon the copyright rights of others. We also may, in our discretion, remove or disable links or references to an online location that contains infringing material or infringing activity. In the event that any users of the Services repeatedly infringe on others' copyrights, we may at our sole discretion terminate those individuals' rights to use the Services. If you believe that your copyright has been or is being infringed upon by material found in the Services, you are required to follow the below procedure to file a notification:

- a. Identify in writing the copyrighted material that you claim has been infringed upon;
- b. Identify in writing the material on the Services that you allege is infringing upon copyrighted material, and provide sufficient information that reasonably identifies the location of the alleged infringing material (for example, the username of the alleged infringer and the business listing it is posted under);
- c. Include the following statement: "I have a good faith belief that the use of the content on the Services as described above is not authorized by the copyright owner, its agent, or law";
- d. Include the following statement: "I swear under penalty of perjury that the information in my notice is accurate, and I am the copyright owner, or I am authorized to act on the copyright owner's behalf";

- e. Provide your contact information including your address, telephone number, and email address (if available);
- f. Provide your physical or electronic signature;
- g. Send the written communication to:

Grievance Redressal Officer

Imagine Nation Pty Ltd

PO Box 279, Fremantle WA 6160

Email address: noggins.co@gmail.com

You may be subject to liability if you knowingly make any misrepresentations on a takedown notice.