

FLOWJAM Terms and Conditions

In these Terms, '**us**', '**we**' and '**our**' means Vanessa Stephens t/as TechDoll (ABN 34 116 123 359).

Thank you for visiting our mobile app, FLOWJAM. By accessing and/or using this mobile app and related services, you agree to these Terms and Conditions, which expressly includes the below terms and Disclaimer. (**Terms**).

You must review our Terms carefully and immediately cease using our mobile app if you do not agree to these Terms.

1 Registration

You must be a registered member to access certain content in our mobile app.

When you register and activate your account, you will provide us with personal information such as your name, gender, residential address and email address. You must ensure that this information is accurate and current. You will also create a username and password. You are responsible for keeping this user name and password secure and for all use and activity carried out under this user name.

If you are under the age of 16 years, you must not create an account or register as a member. If you are 16 or older but under the age of 18, you represent that you have reviewed these Terms with your parent or legal guardian and have ensured that you and your parent or legal guardian understand these Terms. If you are a parent or guardian permitting a person under the age of 18 (a **Minor**) to create an account, you agree to:

- exercise supervision over the Minor's use of our mobile app;
- assume all risks associated with the Minor's use of our mobile app, including the transmission of content or information to and from third parties via the internet;
- ensure that the content and information that the Minor may encounter on our mobile app is suitable for the Minor;
- assume liabilities resulting from the Minor's use of our mobile app;
- ensure the accuracy and truthfulness of all information submitted by the Minor; and
- to be bound by all of the Terms on behalf of the Minor.

We may ask you to confirm that you have your parent's or guardian's permission and that they have agreed to these Terms on your behalf, and, even if we do not do this, we will assume that this is the case and will provide access to our mobile app and your account on this basis.

If you are 18 years of age or older, you represent that you possess the legal right and ability to enter into a legally binding agreement with us and agree and warrant to use the mobile app in accordance with these Terms.

2 Collection Notice

We collect personal information about you in order to process your registration, respond to your enquiries, provide services in relation to this mobile app and for purposes otherwise set out in our Privacy Policy.

We may disclose that information to third parties that help us deliver our services (including information technology suppliers, communication suppliers and our business partners) or as required by law. If you do not provide this information, we may not be able to provide all of our services or products to you. We may also disclose your personal information to recipients that

are located outside of Australia, including to third party information technology service providers located in India.

Our Privacy Policy explains: (i) how we store and use, and how you may access and correct your personal information; (ii) how you can lodge a complaint regarding the handling of your personal information; and (iii) how we will handle any complaint. If you would like any further information about our privacy policies or practices, please contact us using the contact details specified in our Privacy Policy.

By providing your personal information to us, you consent to the collection, use, storage and disclosure of that information as described in our Privacy Policy. and these Terms.

3 Accuracy, completeness and timeliness of information

The information on our mobile app is not comprehensive and is intended to provide a summary of the subject matter covered. While we use all reasonable attempts to ensure the accuracy and completeness of the information on our mobile app, we make no warranty regarding the information on this mobile app. You should monitor any changes to the information contained on this mobile app.

We may, from time to time and without notice, change or add to the mobile app (including the Terms) or the information, products or services described in it. However, we do not undertake to keep the mobile app updated and we are not liable to you or anyone else if errors occur in the information on the mobile app or if that information is inaccurate, not up-to-date, or incomplete.

4 Promotions and competitions

For certain campaigns, promotions or contests, additional terms and conditions may apply. If you want to participate in such a campaign, promotion or contest, you will be required to agree to the relevant terms and conditions applicable to that campaign, promotion or contest. In case of any inconsistency between such terms and conditions and these Terms, those terms and conditions will prevail.

5 Purchases

You may choose to purchase access to this mobile app and any in-app purchases. By electing to purchase a service in relation to this mobile app, you agree to pay the advertised price and any additional fees including transaction fees listed when you place your order, using your elected form of payment. You also warrant that:

- you are authorised to use the credit card, merchant account or other account that you use to make this payment; and
- you will keep all billing information current at all times.

All payments are managed and processed by the Google Play Store or Apple Store (depending on your mobile device) as a third-party merchant. We receive a portion of a user's payment from the third-party merchant, less any fees. We are not otherwise involved in the processing of your purchase, nor do we collect or use any of your credit card or other personal payment information.

If you believe there has been a mistake or unauthorised transaction on your account, we encourage you to notify the relevant third-party merchant. You may also notify us along with details of the transaction. You may also have rights to dispute transactions relating to your use of this mobile app with your bank. Please contact your financial institution for more information.



6 Linked sites

Our mobile app may contain links to mobile apps and/or websites operated by third parties. Those links are provided for convenience and may not remain current or be maintained. Unless expressly stated otherwise, we do not endorse and are not responsible for or have any control over or rights in the content on those linked mobile apps and/or website and have no control over or rights in those linked mobile apps.

7 Intellectual property rights

Unless otherwise indicated, we own or license from third parties all rights, title and interest (including copyright, designs, patents, trademarks and other intellectual property rights) in this mobile app and in all of the material (including all text, graphics, logos, audio and software) made available on this mobile app (**Content**).

Your use of this mobile app does not grant or transfer any rights, title or interest to you in relation to this mobile app or the Content. We only grant you permission to access the mobile app and view the Content on these Terms. All other use, reproduction or redistribution of the whole or any part of this mobile app and any Content is prohibited to the maximum extent permitted by law and may result in you incurring civil and criminal penalties.

8 No commercial use

This mobile app is for your personal, non-commercial use only. You must not use this mobile app to further any commercial purpose in any circumstance.

For the avoidance of doubt and without limiting any of the Terms, you must not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, commercially exploit, create derivative works from, transfer, or sell any Content, software, products or services contained within this mobile app.

9 Use

By using this mobile app, you warrant and represent that you will not:

- provide your log-on credentials to any third party;
- use this mobile-app in a way that breaches the Terms, any laws or infringes any rights of third parties;
- interfere with anyone else's use of this mobile app, including sending spam; and
- copy, scrape or reproduce content from this mobile app including information about third parties without their consent.

In consideration of the circumstances, and where we think it is reasonable to do so, we may suspend or terminate your access to this mobile app and reserve the right to take any appropriate steps at law to protect our interests or those of third parties.

10 Unacceptable activity

You must not do any act that we would deem to be inappropriate, is unlawful or is prohibited by any laws applicable to our mobile app, including but not limited to:

- any act that would constitute a breach of either the privacy (including uploading private or personal information without an individual's consent) or any other of the legal rights of individuals;
- using this mobile app to defame or libel us, our employees or other individuals;



- uploading files that contain viruses that may cause damage to our property or the property of other individuals;
- posting or transmitting to this mobile app any non-authorized material including, but not limited to, material that is, in our opinion, likely to cause annoyance, or which is defamatory, racist, obscene, threatening, pornographic or otherwise or which is detrimental to or in violation of our systems or a third party's systems or network security.

If we allow you to post any information to our mobile app, we have the right to take down this information at our sole discretion and without notice.

11 Access

We reserve the right to restrict, suspend or terminate without notice your access to any feature of this mobile app at any time without notice and we will not be responsible for any loss, cost, damage or liability that may arise as a result.

12 Warranties

In this clause, "**Australian Consumer Law**" means the *Competition and Consumer Act 2010* (Cth) and *Competition and Consumer Regulation 2010* (Cth).

In Australia, our mobile app service comes with guarantees that cannot be excluded under the Australian Consumer Law. Nothing in the Terms purports to modify or exclude the conditions, warranties and undertakings, and other legal rights, under the Australian Consumer Law.

To the maximum extent permitted by law, including the Australian Consumer Law, we make no warranties or representations about this mobile app, including but not limited to warranties or representations that they will be complete, accurate or up-to-date, that access will be uninterrupted or error-free or free from viruses, or that this mobile app will be secure.

13 Refunds

Subject to the Australian Consumer Law, the payment of refunds is at our sole discretion.

14 Liability

To the maximum extent permitted by law, including the Australian Consumer Law, in no event shall we be liable for any direct and indirect loss, cost, damage or liability – irrespective of the manner in which it occurs – which may be suffered due to your use of our mobile app or as a result of the inaccessibility of this mobile app and/or the fact that certain information or materials contained on it are incorrect, incomplete or not up-to-date. By using this mobile app, you agree to irrevocably release us from any such claims.

For the avoidance of doubt and without limiting these Terms, we specifically exclude all liability to you or anyone else for any loss or damage caused by interference with or damage to your computer systems in connection with the use of this mobile app, or a linked mobile app or website. You must take your own precautions to ensure that your mobile device remains free of viruses or anything else (such as worms or Trojan horses) that may interfere with or damage the operations of your computer systems.

15 Jurisdiction and governing law

Your use of the mobile app and these Terms are governed by the law of New South Wales and you submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in New South Wales.



16 Feedback and Complaints

We welcome any feedback our customers have regarding this mobile app and how we can improve your user experience. In the event of any bug or software issues, general feedback and/or complaints, please contact info@flowjam.com.