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## Fetch Terms of Use

### Introduction

Fetch is an open marketplace to connect Customers who need Goods and Services to Suppliers willing to provide those Goods and Services. Fetch is a community of Users and we rely on all Users to treat each other fairly, and honestly and respectfully.

Your use of the Fetch Platform is subject to these Terms of Use, which are available for your review at <http://fetch.co/terms>. By using the Fetch Platform you agree to be bound by these Terms of Use which We may vary from time to time.

### 1. Definitions

- 1.1. **"Fetch", "We", "Us" or "Our"**: Fetch Trading Pty Ltd, ACN 617 752 164.
- 1.2. **"Fetch Platform" or "Platform"**: an online platform provided to Users through the Fetch Website, Fetch Mobile Applications or any other Platform We may use in the future.
- 1.3. **"Fetch Website" or "Website"**: a website accessible to Users at <http://fetch.co>, <https://fetch.co> and any other domain We may use in the future.
- 1.4. **"Fetch Mobile Application", "Mobile Application", "Fetch App" or "App"**: a software application available on iOS and Android devices or any other device We may use in the future.
- 1.5. **"User", "Users", "You" or "Your"**: Users of the Fetch Platform, their assigns, employees and agents.
- 1.6. **"User Profile", "Profile" or "Account"**: An account created by You on the Fetch platform.
- 1.7. **"Customers"**: Users making use of the Fetch Platform to purchase Goods and/or Services from Suppliers.
- 1.8. **"Suppliers"**: Users making use of the Fetch Platform to provide Goods and/or Services to Customers.
- 1.9. **"Offer"**: An offer by a Supplier to supply Goods or Services to a Customer.
- 1.10. **"Goods"**: Any good offered by Suppliers to Customers.
- 1.11. **"Services"**: Any service offered by Suppliers to Customers.
- 1.12. **"Transaction"**: A commercial transaction between Customers and Suppliers.



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## 2. Service Overview

- 2.1. We provide the Fetched Platform to connect Customers who need Goods and Services to Suppliers willing to provide those Goods and Services.
- 2.2. The Fetched Platform facilitates Transactions for Goods and Services between Customers and Suppliers. We do not participate in the supply of Goods or Services or enter into contracts with Customers or Suppliers in order to provide Goods or Services.
- 2.3. Our Platform allows Suppliers to advertise their Goods and Services to Customers and allows Customers to select and purchase those Goods and Services.
- 2.4. We facilitate access to a secure payment system to facilitate the exchange of funds between Customers and Suppliers. We do not own or operate this payment system.

## 3. Your Responsibility

- 3.1. You are responsible for the accuracy of the information You provide in the Fetched Platform.
- 3.2. You warrant that all information about any Goods and/or Services that you list on the Fetched Platform are accurate and up to date and that the Goods and/or Services offered are available for supply at the prices and times advertised on the Platform.
- 3.3. You warrant that, in the case of the supply of Services, that You are capable and available to supply these Services at the time and in the location where those Services are required.
- 3.4. You warrant that you have legal standing to provide any Goods or Services you offer on the Fetched Platform and that the provision of these Goods or Services by You is not unlawful.
- 3.5. You understand that the Offers made on the Fetched Platform have legal standing and, once Offers are accepted, they constitute a legally binding contract between participating Users.
- 3.6. You warrant that the information You provide in the Fetched Platform:
  - 3.6.1. does not infringe on the copyright or other intellectual property rights of another person or organisation;
  - 3.6.2. does not infringe on the privacy rights of another person or organisation;
  - 3.6.3. is not false, misleading or deceptive;
  - 3.6.4. is not defamatory, offensive, obscene, abusive, threatening or harassing;
  - 3.6.5. is not otherwise unlawful.
- 3.7. You consent to Our use of Your information and grant Us a worldwide, royalty-free, perpetual license to use this information in the Fetched Platform.
- 3.8. You understand that You are responsible for the security of your devices, usernames and passwords and that You are responsible for any consequential damage or loss that may result from your devices, usernames and passwords being compromised.



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- 3.9. We reserve the right to suspend Your access to the application and remove Your Profile, Account, Goods and/or Services from the Platform and retain any moneys paid by or payable to You if You fail to meet any of the obligations in clause 3 and its subclauses.

#### 4. Privacy

- 4.1. You understand that, in order to provide service to You, Fetched may collect and store sensitive information about You including, but not limited to: your name, address, photograph, telephone number, email address, credit card details, bank account details and your location.
- 4.2. You understand that We may contact You to verify Your identity prior to allowing You to use the Fetched Platform.
- 4.3. Fetched warrants that private information about You will only be used to facilitate the provision of services related to the Fetched Platform and will not be shared with unrelated third parties.
- 4.4. You understand that We are obliged to deliver Your data when we receive a request or demand for such information from a duly authorised law enforcement officer or government representative, officer or agency.

#### 5. No Liability

- 5.1. You understand that all interactions and Transactions between Users on the Fetched Platform are the sole responsibility of those Users involved in the interaction or Transaction.
- 5.2. We shall be under no liability to You in respect of any loss or damage which You may suffer or incur or which may arise directly or indirectly in connection to Your use of the Fetched Platform.
- 5.3. We shall be under no liability to You for any aspect of any interaction or Transaction between Customers and Suppliers including, but not limited to: the quality, description or content of the Goods and the quality or timeliness of the performance of the Services.
- 5.4. We shall be under no liability to You for any information about Customers, Suppliers, and their Goods and/or Services listed on the Platform.

#### 6. No Warranty

- 6.1. The Fetched Platform is offered on an as-is basis and We provide no warranty with regard to the operation of the Fetched Platform.
- 6.2. You understand and accept that there may be periods when the Platform is not operational, contains software errors, or contains inaccurate or incomplete data.



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## 7. Indemnity

- 7.1. You indemnify Us from and against all loss and damage You may suffer and from all actions, claims, proceedings or demands by third parties against Us, arising from Your use of the Platform or from Our possession, processing, use or other handling or Your data.

## 8. Termination

- 8.1. Users can terminate their Accounts at any time without notice to Fetched.
- 8.2. Fetched can terminate User Accounts at any time without notice to Users.
- 8.3. The covenants, conditions and provisions of these Terms and Conditions shall remain in full force and effect following termination.

## 9. Other Terms

### 9.1. Entire Agreement

These Terms and Conditions constitute the entire agreement between Us and You and supersede all prior representations, agreements, statements and understandings whether verbal or in writing.

### 9.2. No Waiver

Any failure or delay by Us to enforce any of these Terms and Conditions does not constitute a waiver of Our rights under these Terms and Conditions.

### 9.3. Our Right to Vary

We may vary these Terms and Conditions at our sole discretion without Notice to you.

### 9.4. No Waiver

Any failure or delay by Us to enforce any of these Terms and Conditions does not constitute a waiver of Our rights under these Terms and Conditions.

### 9.5. No Assignment without Consent

The benefit of this agreement shall not be assigned by You without Our written consent.

### 9.6. Governing Law

These Terms and Conditions will be governed by and construed according to the law in the State of Queensland, Australia.