

## EDGE ORDER WEBSITE TERMS AND CONDITIONS

These terms and conditions of use apply to the Edge Order website (the **Website**) located at [www.edgeorder.com.au](http://www.edgeorder.com.au) which is operated by Edge Loyalty Systems Pty Ltd (ABN 96 138 299 288) (**Edge, we**).

1. The following definitions apply these Terms and Conditions, unless the contrary intention is shown:

**Digital Product** means a digital gift card or voucher purchased via the Website.

**Recipient** means an individual to whom Edge supplies a Digital Product.

**Customer (you)** means a client of Edge, on whose behalf Edge supplies Digital Products to Recipients.

2. By using the Website, or by accessing or using any part of the Website, you accept and are bound by these Terms and Conditions. If you decline to accept these Terms and Conditions, you will need to exit this Website immediately.
3. You acknowledge and accept these Terms and Conditions (as varied from time to time) each and every time you access (or any other person accesses on your behalf) any part of this Website, regardless of the means by which the Website is accessed, and whether such access is authorised or not.
4. You agree that:
  - a. Edge may, at its sole and absolute discretion, refuse to allow you to access the Website, without notice to you;
  - b. Edge may modify the Website (in any way) without notice to you; and
  - c. Edge may modify these Terms and Conditions without notice to you and such modifications will apply from the time that they are made.
5. You acknowledge and agree that Edge has not made any representation or given any warranties (other than any representations or warranties that cannot be excluded by applicable law):
  - a. in relation to the Website; or
  - b. in relation to any goods or services provided by Edge via the Website or otherwise.
6. Only approved Customers with whom Edge has a signed Supplier Agreement for the supply of a Digital Product may use the Website to order the relevant Digital Product.
7. Each Digital Product ordered via the Website may be subject to specific terms and conditions as set out by the issuer of the Digital Product. Redemption processes, terms and conditions and instructions of use may vary across different Digital Products.
8. Where you provide information to the Website about the purpose for which Digital Products are to be supplied to Recipients, you accept responsibility for the accuracy of this information. We are not liable for the regulatory compliance of Digital Products that are used for a purpose other than the purpose indicated by you.
9. You indemnify and will keep indemnified Edge, its employees, contractors and agents on demand against any loss, expense, cost, damage, claim, demand, suit, action, proceeding, judgement, order of a court or tribunal, legal fees (on a solicitor and own client basis) which Edge pays, suffers or incurs or is liable for in respect of:
  - a. any negligent act or omission by you;
  - b. any act or omission by you which is intended by you to cause damage in any way to Edge;
  - c. any breach by you of these Terms and Conditions; or
  - d. any failure by you to comply with these Terms and Conditions.
10. If you have a query or complaint about an order you have placed for Digital Products, please contact us immediately. Other than as required by applicable law, we give no express warranty in relation to the supply or use of the Digital Products or the Website and you acknowledge that you have not relied on any representation or warranty made by or on behalf of Edge in relation to the Digital Products or

the Website and that Edge is not liable for the availability, quality or fitness for purpose of any goods or services purchased with a Digital Product.

11. To the extent permitted by applicable law, if Edge is or becomes liable to you in any manner whatsoever for breach of warranty or in relation to the supply of any defective Digital Products, then Edge's liability will be limited solely to the price paid by you for the relevant Digital Product(s) or the cost of its or their re-supply, whichever Edge elects.
12. We are committed to safeguarding information that is provided to us, including Customer information and Recipient information. This information is collected solely to support the administration of the Website and the supply of Digital Products to Recipients.
13. Edge may assign its rights and liabilities arising under these Terms and Conditions. You may not assign or purport to assign any of your rights or liabilities under these Terms and Conditions without the prior written consent of Edge (which consent may be withheld).
14. Each party acknowledges and warrants that:
  - a. by executing or agreeing to abide by these Terms and Conditions they have obtained independent legal and financial advice on these Terms and Conditions;
  - b. an obligation imposed on two or more persons binds each of them jointly and severally;
  - c. if a provision of these Terms and Conditions is held to be invalid or unenforceable in whole or in part the provision is ineffective only to the extent of the invalidity or unenforceability and the validity or enforceability of all other provisions of these Terms and Conditions are not affected;
  - d. waiver of a breach of, or default under, these Terms and Conditions or of any right, power, authority, discretion or remedy created or arising upon a breach of, or default under, these Terms and Conditions:
    - i. is not waived by any failure to exercise or delay in exercising or partial exercise of any right, power, authority, discretion or remedy under these Terms and Conditions; and
    - ii. must be in writing and signed by the party granting the waiver;
  - e. each party must do all things and execute all further documents necessary to give full effect to these Terms and Conditions; and
  - f. there are no other representations, promises, warranties, covenants or undertakings between the parties and these Terms and Conditions supersede all previous agreements in respect of their subject matter and embody the entire agreement between the parties.
15. These Terms and Conditions are governed by, and must be construed in accordance with, the laws of the State of Victoria in the Commonwealth of Australia and the parties irrevocably submit to the exclusive jurisdiction of the courts of the State of Victoria and the courts of appeal from them.