

# The Hint Registry: Terms and Conditions

Thank you for visiting The Hint Registry. This website is owned and operated by The Hint Registry Pty Ltd (ABN 83 801 078 938).

By accessing or using this website and related services, you agree to these Terms and Conditions, which include our Privacy Policy (**Terms**). You should review our Privacy Policy and these Terms carefully and immediately cease using our website if you do not agree to these Terms.

In these Terms, 'us', 'we' and 'our' means The Hint Registry Pty Ltd (ABN 83 801 078 938).

These Terms apply to a registered member that creates a registry using this website (**Host**), a guest that is viewing a Host's registry or purchasing a gift (**Guest**) and anyone else accessing or using this website (**User**).

## 1 Plain-English Summary

- We receive funds from Guests who purchase Gifts
- We hold the funds on trust for the Host in our Commonwealth Bank of Australia trust account
- We guarantee that we will pay the funds to the Host, 5 days after their event, subject to:
  - our right to deduct the fixed fee listed in the FAQ page of our website; and
  - the Host providing us with correct bank account details.

## 2 Host Registration

You must be a registered member to be a Host

When you register your account, you will provide us with personal information such as your name, email address and event details. You must ensure that this information is accurate and current. We will handle all personal information we collect in accordance with our Privacy Policy.

Your account can be accessed using the password that you specify and, if applicable, your account can also be accessed using your Facebook or Google login.

You are responsible for keeping your password and login details secure. You are responsible for all use and activity carried out under your account, even if someone uses your account without your authorisation.

To create an account, you must be:

- at least 18 years of age;
- possess the legal right and ability to enter into a legally binding agreement with us; and
- agree and warrant to use the website in accordance with these Terms.

## 3 Registry

A Host can create a registry (**Registry**). The Registry can include one or more items with a description or image relating to a gift that the Host wishes to receive (**Gift**).

## 4 Gifts

A Host can invite Guests to visit the Registry and purchase a Gift.

If a Guest purchases a Gift, the Guest must pay the price of the gift and any applicable fees or charges to us.

We are acting as agent for the Host in relation to the purchase of a Gift. A dispute or claim regarding a Gift is a matter between the Guest and Host, not us.

## **5 Funds**

We or our nominee must hold the balance of the clear funds that we receive from the purchase of a Gift (less any applicable fees or charge which are payable to us or as otherwise authorised under these Terms) (**Funds**) on trust for the Host in an account with an Australian Bank.

## **6 Transfer to Host**

We promise to electronically transfer the Funds to the Host, five (5) days after their event.

Before making a transfer, we may deduct from the Funds any amounts that are owed to us or may become owing to us, including fees and charges.

We are not required to transfer any Funds to the Host that have not been cleared or we believe have been improperly or fraudulently obtained. We may deduct from the Funds any expenses that we incur in relation to the Funds that are not otherwise covered by our fees and charges, such as a merchant charge back fee.

The Host is responsible for ensuring that their bank account details recorded in our system are correct (**Account**). Our only obligation is to transfer the Funds to the bank account recorded in our system. It is the sole responsibility of the Host, not us, to ensure that the Account details recorded in our system are correct.

## **7 Use of Funds by Host**

The Host is not obliged to use the Funds to purchase goods or services that meet the description of the relevant Gifts.

## **8 Fees and charges**

We may charge fees and charges to a Host and Guest, who must pay any fees and charges to us. We may change the fees and charges from time to time. The applicable fees and charges will be listed on our website.

## **9 Accuracy, completeness and timeliness of information**

The information on our website 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 website, to the extent permitted by law, including the Australian Consumer Law, we make no warranty regarding the information on this website. You should monitor any changes to the information contained on this website.

We are not liable to you or anyone else if interference with or damage to your computer systems occurs in connection with the use of this website or a linked website. You must take your own precautions to ensure that whatever you select for your use from our website is free of viruses or anything else (such as worms or Trojan horses) that may interfere with or damage the operations of your computer systems.

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

## **10 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 need 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.

## **11 Exclusion**

IN AUSTRALIA, OUR GOODS AND SERVICES COME WITH GUARANTEES THAT CANNOT BE EXCLUDED UNDER THE AUSTRALIAN CONSUMER LAW. NOTHING IN THESE TERMS AND CONDITIONS PURPORTS TO MODIFY OR EXCLUDE THE CONDITIONS, WARRANTIES AND UNDERTAKINGS, AND OTHER LEGAL RIGHTS, UNDER THE AUSTRALIAN COMPETITION AND CONSUMER ACT AND OTHER LAWS. ANY AND ALL OTHER WARRANTIES OR CONDITIONS WHICH ARE NOT GUARANTEED BY THE AUSTRALIAN CONSUMER LAW OR THE COMPETITION AND CONSUMER REGULATION 2010 ARE EXPRESSLY EXCLUDED WHERE PERMITTED, INCLUDING LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED BY BREACH OF ANY EXPRESS OR IMPLIED WARRANTY OR CONDITION.

## **12 Linked sites**

Our website may contain links to 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 the content on those linked websites and have no control over or rights in those linked websites.

## **13 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 website and in all of the material (including all text, graphics, logos, audio and software) made available on this website (**Content**).

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All other use, copying or reproduction of this website, the Content or any part of it is prohibited, except to the extent permitted by law.

## **14 No commercial use**

This website is for your personal, non-commercial use only. You may 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 website. You may not use this website, or any of its Content, to further any commercial purpose, including any advertising or advertising revenue generation activity on your own website.

## **15 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 website, 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 website 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 website any non-authorised 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 website, we have the right to take down this information at our sole discretion and without notice.

## **16 Warranties and disclaimers**

To the maximum extent permitted by law, including the Australian Consumer Law, we make no warranties or representations about this website or the Content, 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 website will be secure.

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

## **17 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, damage or expense – irrespective of the manner in which it occurs – which may be suffered due to your use of our website and/or the information or materials contained on it, or as a result of the inaccessibility of this website and/or the fact that certain information or materials contained on it are incorrect, incomplete or not up-to-date.

## **18 Jurisdiction and governing law**

Your use of the website and these Terms are governed by the law of Victoria, Australia and you submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in Victoria, Australia.