

# The Hint Registry

## Terms and Conditions, Privacy Policy

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

By accessing or using this website platform and related services, you agree to these Terms and Conditions, which include our Privacy Policy (set out below) (**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

- (a) We are a platform that facilitates Hosts creating an online registry and Guests providing monetary gifts to Hosts.
- (b) We provide a website and pass on gift payments from Guests to the Host as an intermediary. We charge fees as listed in the FAQ page of our website.
- (c) The gift payments always belong to the Host, not us. We pass on the gift payments ten days after the event or earlier as reasonably requested.
- (d) It is the responsibility of the Host to provide us with their correct bank account details for gift payments to be passed on to them.

*(This is a summary only and does not replace the more detailed terms below)*

### 2 About us

The service we provide is an internet crowdfunding platform. We provide the platform and are the intermediary between the Host and Guests. We are not a financial institution, gift shop or charity.

### 3 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;
- using our website only for personal purposes such as a wedding, birthday, baby shower and not in connection with any business or commercial activity; and
- agree and warrant to use the website in accordance with these Terms.

#### **4 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**).

#### **5 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 intermediary for the Host in relation to the purchase of a Gift. A dispute regarding a Gift is a matter between the Guest and Host, not us.

#### **6 Funds**

We or our nominee will temporarily 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**) as intermediary for the Host. We do not invest the Funds and no interest is earned.

#### **7 Transfer to Host**

We may electronically transfer the Funds to the Host at any time. If we have agreed to transfer the Funds on a certain date, we will endeavour to do so but are not responsible if the transfer does not occur on that particular date.

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 reasonably believe have been improperly or fraudulently obtained.

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 Account.

It is the sole responsibility of the Host, not us, to ensure that the Account details provided are correct. If fraudulent Account details are provided because a fraudster was able to login as the Host such as by reason of the Host's password or email account being compromised, we are not responsible unless it was caused by us.

#### **8 Refund**

At our sole discretion, we can decide to refund a Gift to a Guest. We are not able to refund the transaction fee associated with a Gift because we incur a merchant fee.

#### **9 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.

## **10 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 provided we give reasonable notice. The applicable fees and charges will be listed on our website.

## **11 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.

## **12 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.

## **13 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.

## **14 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.

## **15 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**).

Your use of this website and use of and access to any Content does not grant or transfer any rights, title or interest to you in relation to this website or the Content. However we do grant you a licence to access the website and view the Content on the terms and conditions set out in this Agreement and, where applicable, as expressly authorised by us and/or our third party licensors.

Any reproduction or redistribution of this website or the Content is prohibited and may result in civil and criminal penalties. In addition, you must not copy the Content to any other server, location or support for publication, reproduction or distribution is expressly prohibited.

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.

## **16 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.

## **17 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.

## **18 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.

## **19 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.

## **20 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.

# Privacy Policy

We are committed to respecting your privacy.

Our Privacy Policy sets out how we collect, use, store and disclose your personal information.

In this Privacy Policy, 'us' 'we' or 'our' means The Hint Registry Pty Ltd (ABN 83 801 078 938).

### **What personal information do we collect?**

By providing personal information to us, you consent to our collection, use and disclosure of your personal information in accordance with this Privacy Policy and any other arrangements that apply between us. We may change our Privacy Policy from time to time by publishing changes to it on our website. We encourage you to check our website periodically to ensure that you are aware of our current Privacy Policy.

Personal information includes information or an opinion about an individual that is reasonably identifiable. For example, this may include your name, age, gender, postcode and contact details. It may also include financial information, including your credit card and bank account information.

We may collect the following types of personal information:

- name;
- mailing or street address;
- email address;
- telephone number and other contact details;
- age or date of birth;
- credit card information;
- bank account information;
- your device ID, device type, geo-location information, computer and connection information, statistics on page views, traffic to and from the sites, ad data, IP address and standard web log information;
- details of the products and services we have provided to you or that you have enquired about, including any additional information necessary to deliver those products and services and respond to your enquiries;

- any additional information relating to you that you provide to us directly through our website or app or indirectly through your use of our website or app or online presence or through other websites or accounts from which you permit us to collect information;
- information you provide to us through customer surveys; or
- any other personal information that may be required in order to facilitate your dealings with us.

We may collect these types of personal information either directly from you, or from third parties. We may collect this information when you:

- register on our website;
- communicate with us through correspondence, chats, email, or when you share information with us from other social applications, services or websites;
- interact with our sites, services, content and advertising; or
- invest in our business or enquire as to a potential purchase in our business.

In addition, when you apply for a job or position with us we may collect certain information from you (including your name, contact details, working history and relevant records checks) from any recruitment consultant, your previous employers and others who may be able to provide information to us to assist in our decision on whether or not to make you an offer of employment or engage you under a contract. This Privacy Policy does not apply to acts and practices in relation to employee records of our current and former employees, which are exempt from the Privacy Act.

### **Why do we collect, use and disclose personal information?**

We may collect, hold, use and disclose your personal information for the following purposes:

- to enable you to access and use our website;
- to operate, protect, improve and optimise our website business and our users' experience, such as to perform analytics, conduct research and for advertising and marketing;
- to send you service, support and administrative messages, reminders, technical notices, updates, security alerts, and information requested by you;
- to send you marketing and promotional messages and other information that may be of interest to you, including information sent by, or on behalf of, our business partners that we think you may find interesting;
- to administer rewards, surveys, contests, or other promotional activities or events sponsored or managed by us or our business partners;
- to comply with our legal obligations, resolve any disputes that we may have with any of our users, and enforce our agreements with third parties; and
- to consider your employment application.

We may also disclose your personal information to a trusted third party who also holds other information about you. This third party may combine that information in order to enable it and us to develop anonymised consumer insights so that we can better understand your preferences and interests, personalise your experience and enhance the products and services that you receive.

To whom do we disclose your personal information?

We may disclose personal information for the purposes described in this privacy policy to:

- our employees and related bodies corporate;
- third party suppliers and service providers (including providers for the operation of our websites and/or our business or in connection with providing our products and services to you);
- professional advisers, dealers and agents;
- payment systems operators (eg merchants receiving card payments);
- our existing or potential agents, business partners or partners;
- our sponsors or promoters of any competition that we conduct via our services;
- anyone to whom our assets or businesses (or any part of them) are transferred;
- specific third parties authorised by you to receive information held by us; and/or
- other persons, including government agencies, regulatory bodies and law enforcement agencies, or as required, authorised or permitted by law.

### **Disclosure of personal information outside Australia**

We may disclose personal information outside of Australia to cloud providers located in the United States of America that are operated by Microsoft Corporation.

When you provide your personal information to us, you consent to the disclosure of your information outside of Australia and acknowledge that we are not required to ensure that overseas recipients handle that personal information in compliance with Australian Privacy Law.

### **Using our website and cookies**

We may collect personal information about you when you use and access our website.

While we do not use browsing information to identify you personally, we may record certain information about your use of our website, such as which pages you visit, the time and date of your visit and the internet protocol address assigned to your computer.

We may also use 'cookies' or other similar tracking technologies on our website that help us track your website usage and remember your preferences. Cookies are small files that store information on your computer, TV, mobile phone or other device. They enable the entity that put the cookie on your device to recognise you across different websites, services, devices and/or browsing sessions. You can disable cookies through your internet browser but our websites may not work as intended for you if you do so.

We may also use cookies to enable us to collect data that may include personal information. For example, where a cookie is linked to your account, it will be considered personal information under the Privacy Act. We will handle any personal information collected by cookies in the same way that we handle all other personal information as described in this Privacy Policy.

### **Security**

We may hold your personal information in either electronic or hard copy form. We take reasonable steps to protect your personal information from misuse, interference and loss, as well as unauthorised access, modification or disclosure and we use a number of physical, administrative, personnel and technical measures to protect your personal information. However, we cannot guarantee the security of your personal information.

## **Links**

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 are not responsible for the privacy practices of, or any content on, those linked websites, and have no control over or rights in those linked websites. The privacy policies that apply to those other websites may differ substantially from our Privacy Policy, so we encourage individuals to read them before using those websites.

## **Accessing or correcting your personal information**

You can access the personal information we hold about you by contacting us using the contact details on our website. Sometimes, we may not be able to provide you with access to all of your personal information and, where this is the case, we will tell you why. We may also need to verify your identity when you request your personal information.

If you think that any personal information we hold about you is inaccurate, please contact us and we will take reasonable steps to ensure that it is corrected.

## **Making a complaint**

If you think we have breached the Privacy Act, or you wish to make a complaint about the way we have handled your personal information, you can contact us using the contact details on our website. Please include your name, email address and/or telephone number and clearly describe your complaint. We will acknowledge your complaint and respond to you regarding your complaint within a reasonable period of time. If you think that we have failed to resolve the complaint satisfactorily, we will provide you with information about the further steps you can take.