

Spree Terms of Use

Effective as at 18 December 2018

1. General

Please read these Terms of Use carefully.

Your use of the Spree mobile application (together with any successor app(s)(known as the **App**), the landing page (together with any successor landing pages or websites (known as the **Site**) and any other services or tools (known collectively as **Services**) constitutes your consent to the Terms of Use. The Terms of Use hereby incorporates by reference any additional terms of use posted by us through the Services or otherwise made available to you by us. As a condition of use of our Services, you agree that you are 18 years of age or older.

Our policies, including Posting Policy and Prohibited Items and Services Policy are incorporated into these Terms of Use (known collectively with the Terms of Use as the **Policies**). Our Privacy Policy is also incorporated into these Terms of Use. You can view our Policies and our Safety Guidelines and Community Guidelines (collectively known as the **Guidelines**) on our App and Site. By using or accessing our Services, you agree to comply with the Policies, Guidelines and any additional terms of use and policies referenced herein and/ or available on our Site or App and all applicable laws with respect to your activities and the content which you upload to the Services.

Spree reserves the right at our discretion to change or modify these Terms of Use from time to time. You will be deemed to have agreed to the amended Terms of Use by your continued use of the Services. We may notify you of such changes by any reasonable means, including posting a revised Terms of Use through any of the Services. The changes will not apply to any dispute between you and us arising prior to the date on which we posted the amended Terms of Use incorporating such changes, or otherwise notified you of such changes.

2. Use of Services

Subject to your compliance with these Terms of Use, Spree grants you a limited, non-exclusive, revocable (with or without cause), non-transferable right and license to use the Services.

You agree that you will only post in relation to items or services in Australia in the appropriate category or area as the case may be. You agree that you will use the Services in accordance with these Terms of Use and will not:

- Upload any content that violates Australian applicable laws, rules or regulations in connection with your access and/ or use of the Services;
- Upload any content that breaches any of the Policies.
- Use the Services to upload content, send messages or otherwise communicate any content which is defamatory, fraudulent, threatening, abusive, offensive, indecent, insulting, harassing, deceptive, tortious, invasive of another person's privacy or otherwise objectionable.
- Upload any content that is a violation or infringement of another party's rights of publicity, privacy, copyright, trademark or any other intellectual property right;
- Transmit any virus, worm, spyware or other computer code, file or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment;

- Use Spree for any purpose that is fraudulent, misleading, unlawful or conducting yourself in a fraudulent, misleading or unlawful manner in your use of our Services;
- Harvest or collect information about our users or direct users to external websites or applications to harvest or collect their information without consent and copying, modifying or distributing another user's information without consent;
- Reverse engineer, decompile, copy, attempt to derive the source code of, decrypt or disassemble any portion of Spree including, but not limited to, our trademarks or copyrights without our express consent;
- Interfere with, disrupt the operation of Spree or our servers or networks, or impose an unreasonable load on our infrastructure;
- Restrict or inhibit any other person from using Spree;
- Reproduce, modify, distribute, adapt, sell or otherwise exploit or derive any portion of Spree except as authorised by us (unless it is your own content);
- Systematically download our content;
- Use any bot, robot, crawler, spider, site search or retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or otherwise, access, acquire, copy, monitor or gather any portion of the Services or any data or content for purposes not authorised by us;
- Upload content on behalf of a stranger.
- Use the Services in violation of, or to circumvent any, sanction or embargo.
- Remove, alter or obscure any proprietary notice (including any notice of copyright and trademark) of Spree or its affiliates, partners, suppliers or licensors.
- Use the Services for any purpose for which it is not designed or intended.
- Use the Services to create or promote a product, service or software that is, directly or indirectly, competitive with or in any way a substitute for the Services software offered by Spree.
- Use the Services to send automated, unsolicited or unauthorised messages, advertising or promotional material or any junk mail, spam, pyramid schemes or chain letters.
- Bypass measures used to block or restrict access to the Services;
- Authorise or encourage anyone to do any of the above.

Spree reserves the right to claw back any prizes and/ or amounts paid to you under any event, promotion, offers, campaign and any other activities and/ or terminate or suspend your account either temporarily or permanently, if you are subsequently found or suspected to be engaged in any activity or act that is in breach of our Policies or Guidelines.

3. Your Account

To access and use some of the Services, you may need to create an account with Spree (Account). You are solely responsible for maintaining the confidentiality of your password and you are responsible for all activities that occur under your Account. When you create an Account, you represent and warrant that you are at least 18 years of age, you are capable of entering into and performing legally binding contracts under applicable law, your account will be used for personal use only, all information you provide is accurate, up to date and complete and you will keep your password secure. We reserve the right at our discretion to reject or require that you change any user name or other information that you provide to us or delete, refuse or block a user's registration.

You warrant that you will not set up multiple Accounts, transfer or sell your Account or username to another party.

You may connect the Services with a third party service (for example, signing into the Spree app using Facebook) and you give us permission to access, store, and use your information from that third party service as permitted by that service and as may be described in our Privacy Policy.

If you believe your account has been compromised, please contact us immediately using the app or emailing us directly at support@spreeau.com.

4. Abuse of Our Services

You are solely responsible for all information that you provide to us and any consequences that may result from your listings. We reserve the right at our discretion to remove or refuse any content violating our Policies or which we believe is inappropriate, harmful or otherwise not in the spirit of the Spree buying and selling community. We reserve the right at our discretion to impose restrictions on your Account and your usage of the Services either temporarily or permanently for violations of our Policies. We reserve the right in our discretion to refuse or block a user's registration. Without limiting other remedies, we may issue warnings, limit or terminate our Services and take technical and legal steps to block a user from the Services if we believe that the user is in violation of our Policies or Guidelines. We do not accept liability for monitoring the Services or for any unauthorised or unlawful content listed on the Services or use of the Services by users. You accept that Spree is not under any obligation to monitor any data or content which is submitted to or available on the Services. Any violations of the Policies or Guidelines or issues are to be reported to us using the report feature in the app or by contacting us directly.

5. Content

The content of our Services includes, but is not limited to, content provided by us, by you and other users. You retain ownership rights in the content which you upload. When you provide content to us, you grant us and represent to us that you have the right to grant us a non-exclusive, fully- paid, worldwide, perpetual, irrevocable, royalty-free, sub-licensable and transferrable license to host, store, use, display, reproduce, modify, adapt, edit, publish and distribute such content (subject to our Privacy Policy) and right to exercise any and all copyright, publicity, trademarks, design, database and intellectual property rights to that content, in any media whether now known or to be discovered in the future, including third party websites and applications for the purpose of operating, developing, providing and improving the Services and to research and develop our Services.

You represent and warrant that the content you provide is complete, accurate and not in violation of any applicable laws, our Policies or any right of any third party. You understand and agree Spree is not liable for any loss, damage or consequence resulting from the content you upload. You understand and agree that you are solely responsible for the content which you upload through the Services and any loss or damage which you sustain as result of such content or other consequences is solely your responsibility.

You acknowledge that we do not review content uploaded by users before they are available for public viewing. It is the responsibility of the user to ensure the user's conduct, content and communications adhere to our Policies and Guidelines as well as applicable laws. As a condition of your use of Spree, you agree that you will not violate any laws. We reserve the right at our discretion to remove any content violating our Policies or which we believe is inappropriate, harmful or otherwise not in the spirit of the Spree buying and selling community. We reserve the right at our discretion to impose restrictions on your account and your usage of the Services either temporarily or permanently for violations of our Policies. We reserve the right at our discretion to refuse or block a user's registration.

If you provide us with any ideas, proposals, suggestions, feedback, or other materials, whether related to the Services or otherwise, you hereby agree and acknowledge that any such idea, proposal,

suggestion, feedback, or other material is not confidential and its provision is gratuitous and without restriction, and does not place Spree under any fiduciary or other obligation.

We may block content and the delivery of a communication (including, but not limited to, feedback, postings, messages and/ or chats) to or from the Services as part of efforts to protect the Services or users, or to otherwise enforce the Policies and Guidelines.

You further irrevocably waive any moral rights or other rights that you have in the content to the full extent permitted by law.

6. Legal and Financial advice

You acknowledge and agree that you have the opportunity to obtain independent legal and financial advice before using our Services.

7. Jurisdiction and Governing Law

You hereby agree that the laws of Western Australia, Australia govern these Terms of Use and that the courts of Western Australia shall have non-exclusive jurisdiction over any dispute arising out of or in connection with these Terms of Use. If we do not enforce any particular provision at any one time, we do not waive our right to do so later.

You must comply with all applicable laws, rules and regulations.

8. Listings/ Ads

Items and services listed on our Services are by our users. We do not facilitate the sale, purchase or transfer of any items or services listed. We are not responsible or liable for any such listings, shipping or delivery of any products related to listings or any payments for items or services listed, or for any dispute between users relating to any such listing.

Neither the availability through the Service of any such listing, nor any promotional services that we may make available to the user who posted such listing, implies our endorsement of the listing or seller, or any affiliation with the seller. We make no representations as to any listing or seller. Information and the availability of any item or service are subject to change at any time without notice.

You must ensure that you have the necessary authority to list any item or service under your account.

9. Community Guidelines

You agree that you will adhere to our Community Guidelines, as updated by us from time to time.

10. Privacy

The information you provide through the Services is governed by our Privacy Policy. By using our Services, you agree to the collection, transfer and use of your personal information by us as described in our Privacy Policy. If you choose to make any of your personally identifiable or other information publicly available through the Services, you do so at your own risk.

11. Monitoring

We may, but are not obligated to, monitor, evaluate, alter or remove content before or after they appear on our Services, or analyse your access to or use of the Services. We may disclose information regarding your access to and use of the Service, and the circumstances surrounding such access and use, to anyone for reasons as described in the Privacy Policy.

12. Your Limited Rights

The App is licensed to end users. Subject to your compliance with our Policies and Guidelines, we hereby permit you, on a limited, non-exclusive, revocable, non-transferable and non-sublicensable basis, to install and use the App on a mobile device that you own or control, solely for your personal, non-commercial use. If you fail to comply with any of our Policies or Guidelines, we reserve the right at our discretion to remove any content violating our Policies or which we believe is inappropriate, harmful or otherwise not in the spirit of the Spree buying and selling community. We reserve the right at our discretion to impose restrictions on your account and your usage of our Services either temporarily or permanently for violations of our Policies. We reserve the right at our discretion to refuse or block a user's registration.

Please note that if you do not accept the system permissions that the App requires from time to time, you may not be able to use the App or some of its functionalities. You are responsible for obtaining, maintaining and paying for all hardware and all telecommunications and other services needed to use the Services.

13. Proprietary Rights

We and our suppliers own the Services, which is protected by proprietary rights and laws. All trade names, trademarks, service marks and logos on the Services not owned by us are the property of their respective owners. You may not use our trade names, trademarks, service marks or logos in connection with any product or service that is not ours, or in any manner that is likely to cause confusion. Nothing contained on the Services should be construed as granting any right to use any trade names, trademarks, service marks or logos without the express prior written consent of the owner.

14. Third Parties

You acknowledge and agree that by utilising any third party services through our Services, you are bound by the terms of use and policies of that third party and we are not liable for any loss, claims or damages howsoever arising in connection with that third party's services.

Nothing in these Terms of Use shall be deemed to be a representation or warranty by us with respect to any third party or their services. We have no obligation to monitor third parties, and we may block or disable access to any third party service through our Services at any time. In addition, the availability of any third party service through the Services does not imply our endorsement of, or our affiliation with, any provider of such third party materials. Your use of third party materials is subject to any additional terms and policies applicable to such third party materials.

15. Promotions

Any sweepstakes, contests, competitions, raffles, surveys, games or similar promotions (Promotions) made available through the Services may be governed by rules that are separate from these Terms of Use. If you participate in any Promotions, please review the applicable rules of those Promotions as well as our Privacy Policy. If the rules for a Promotion conflict with these Terms of Use, the Promotion rules will govern.

16. Disclaimer of Warranties

To the fullest extent permitted under applicable law, the Services and any third party content are made available to you by us on an "as is", "where is" and "as available" basis, and that your use of or reliance upon the Services and any content, products or services accessed or obtained thereby is at your sole risk and discretion.

We do not provide any promises, representations or warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranties of merchantability, fitness for a

particular purpose, and non-infringement and title, about the availability of our Services or that the Services will be uninterrupted or error-free. We disclaim all warranties with respect to the Services and any third party materials.

Spree endeavours to maintain the timeliness, integrity and security of the Services, however, we do not represent or warrant that the Services are, or will remain, updated, complete, correct or secure or that the use of, or access to the Services will be uninterrupted, error-free that the Services will be compatible or interoperable with any other hardware, software, equipment, data or system. We do not represent or warrant that the Services will meet your requirements or expectations or that the Services and our servers are free of viruses or other harmful components.

The Services may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications (including problems inherent to the electronic device and your physical location in relation to the internet service provider you use). Spree is not responsible for any delays, delivery failures, damages, or losses resulting from such problems.

No advice or information, whether oral or written, obtained by you from Spree or from the Services shall create any representation, warranty or guarantee.

Spree disclaims any and all liability or responsibility in relation to the content made available through the Services, including but not limited to, the content uploaded by users or the third party content and services. We do not guarantee the accuracy of postings or user communications or the quality, legality or safety of what is listed. Spree is not responsible or liable in any manner for the third party content and services associated with or utilized in connection with the Services, including the failure of such third party content and services.

In addition, the Services may promote, advertise or sponsor functions, events, offers, competitions or other activities which may be conducted online or offline and which may be conducted by third parties. These activities may be subject to separate terms, conditions and policies. You acknowledge and agree that participation in such activities is solely at your discretion and risk. We do not accept any responsibility in connection with your participation in activities conducted by a third party.

17. Limitation of Liability

In no event shall Spree or the Indemnified Parties be liable for any indirect, incidental, consequential, special, exemplary or punitive damages or loss of any kind arising out of or in connection with your access to or use of or inability to access or use the Services or any third party content and services, including from any virus that may be transmitted in connection therewith, or arising out of or in connection with your conduct, the conduct of other users, or disputes with any other user, in connection with the access or use of the Services or other damages resulting from communications or meetings with other users or persons you meet through the Services, whether or not the damages were foreseeable and whether or not Spree was advised of the possibility of such damages in advance. We also exclude any liability to you for any loss or damage suffered by you as a result of Spree failing to comply with any applicable statutory guarantee under the Australian Consumer Law if such loss or damage was not reasonably foreseeable and was not directly caused by us.

You acknowledge and agree that your only sole and exclusive remedy with respect to any problems or dissatisfaction with the Services or any other third party content is to terminate your account and/ or discontinue any use of the Services.

Nothing in these Terms of Use excludes, restricts or modifies any rights or statutory guarantees that you may have under applicable laws that cannot be excluded, restricted or modified, including any such rights or statutory guarantees under the Australian Consumer Law. To the extent that these

Terms of Use are found to exclude, restrict or modify any such rights or statutory guarantees, those rights and/ or statutory guarantees prevail to the extent of the inconsistency.

To the extent permitted by law, and without limiting any rights that you may have under the Australian Consumer Law, Spree's maximum aggregate liability to you for any losses, damages and causes of action, whether in contract, statute, tort (including negligence) or otherwise, is limited to Spree reimbursing the total amount, if any, paid by you to us to use the Services.

18. Indemnity and Release

You will indemnify and hold harmless Spree, our affiliates, our and their respective officers, directors, agents, and employees (known individually as an Indemnified Party), from and against all actions, liabilities, proceedings, damages, judgments, awards, losses, costs, expenses, fees and claims made by any third party, together with any amounts payable to the third party whether in settlement or as may otherwise be awarded, and reasonable legal costs incurred by any of the Indemnified Parties arising out of or in relation to a) your use of, or activities in connection with, the Services, b) any alleged violation by you of any applicable laws or regulations, c) any violation by you of the Terms of Use, d) your content, e) your transactions relating to items or services or disputes with other users of the Services, and f) your violation of any rights of another person or entity.

We reserve the right, at our own expense, to assume the exclusive defence and control of any matter subject to indemnification by you but doing so will not excuse your indemnity obligations.

If you have a dispute with a Spree user, you release us and our Indemnified Parties from any and all claims, demands and damages, known or unknown, arising out of or in any way connected with such disputes.

19. Severability

If a provision of these Terms of Use is illegal, unenforceable or struck down by a court in any relevant jurisdiction, it may be severed for the purposes of that jurisdiction without affecting the enforceability of the other provisions of these Terms of Use.

20. Suspension and Termination

The Terms of Use is effective until terminated.

You may deactivate your Account at any time through the App.

We reserve the right at our discretion to, and without liability:

- a) Suspend or terminate your Account and/ or your use or access to the Services at any time and without prior notice for any violation of our Policies, Guidelines and any additional terms, conditions and policies;
- b) Suspend or terminate your Account and/ or your use or access to the Services at any time, for any reason, and without advance notice;
- c) Change, modify, suspend or discontinue, whether temporarily or permanently, the whole or any part of the Services at any time, for any reason, and without advance notice.

Upon any suspension, your right of access to and/ or use of the Services may immediately cease. Upon termination, your right of access to and/ or use of the Services and all licenses and rights granted to you in these Terms of Use will immediately cease. Without liability to you or any third party, Spree may immediately block your associated device(s) from accessing or using the Services, and deactivate your Account and all associated materials, without any obligation to provide any further access to such materials. You acknowledge and agree that if you deactivate your Account or if

we suspend or terminate your Account, you will lose any information associated with your Account, including your content.

21. Intellectual Property

You acknowledge and agree that the Services and all copyright, patents, trademarks, trade secrets and any and all other intellectual property rights associated therewith are, and shall remain, the property of Spree. You will not modify, adapt, translate, prepare derivative works from, decompile, reverse-engineer, disassemble, or otherwise attempt to derive source code from the Services and you will not remove, obscure, or alter Spree's copyright notice, trademarks or other proprietary rights notices affixed to, contained within, or accessed in conjunction with or by the Services. You are not granted any intellectual property rights in and to the Services not expressly granted in these Terms and such rights are hereby reserved and retained by Spree.

You are not authorised by Spree to use Spree's trademarks in any advertising, publicity or in any other commercial manner without the prior written consent of Spree, which may be refused without reason given.

22. Copyright Infringement Claims

Only the intellectual property rights owner and their authorised agents may report potentially infringing content.

We reserve the right to suspend or terminate your account and/ or your use of or access to the Services for violations of our Policies, Guidelines or the rights of any party.

If you believe in good faith that there has been use of your intellectual property rights by a user that has not been authorised, please report the infringement to us by contacting us directly at support@spreeau.com and include the following template with required information in an attachment:

Notice of Infringement

Dear Spree

(Insert particulars):

Full Name and Title

Organisation

Address

Email Address

Telephone Number

I, (Full Name) of (Company) solemnly and sincerely declare as follows:

I warrant and represent that:

- a) I have good faith and belief that the use of the material set out in the section "Particulars" below is not authorised by the intellectual property owner or its authorised agents;
- b) All information in this notice is true and accurate; and
- c) I am the owner or the authorised agent permitted to act on behalf of the owner of the intellectual property rights.

I indemnify Spree against any claim, loss, damage, expense or liability (including legal costs) that may be incurred or sustained by Spree in connection with:

1. Any action taken by Spree against the seller as a result of this notice, including, but not limited to, removing the listing(s) the subject of this notice; and/ or
2. One or more of the warranties contained herein not being true or accurate.

Particulars

- i. (The particulars of the intellectual property which is alleged to have been infringed – please provide sufficient information to identify the intellectual property).
- ii. (The particulars of the infringing content including the listing identification and any other sufficient information to identify and locate the alleged infringement).

(If you are an authorised agent, please provide proof of authorisation from the owner of the intellectual property)

I agree and submit to the jurisdiction of the courts of Western Australia, Australia for the purposes of any proceedings related to this notice.

(Signature)

(Print name)

(Date)

23. Compatibility

Any use of the Services is at your own risk. Spree does not warrant that the Services will be compatible or interoperable with your device or other hardware, software, equipment, data or system installed on or used in connection with your device. Furthermore, you acknowledge that compatibility and interoperability problems can cause the performance of your device to diminish or fail completely, and may result in permanent damage to your device, loss of data located on your device, and corruption of the software and files located on your device. You acknowledge and agree that Spree and the Indemnified Parties shall have no liability to you for any losses suffered resulting from or arising in connection with compatibility or interoperability problems.

24. Sub-Contracting

Spree reserves the right to sub-contract, delegate or otherwise arrange for any related corporations, service providers, partners, subcontractors and/ or agents to perform any part of the Services as we deem appropriate.

25. Miscellaneous

These Terms of Use does not, and shall not, be construed to create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and Spree.

You may not assign, transfer or sublicense any or all of your rights or obligations under these Terms of Use without our express prior written consent. We may assign, transfer or sublicense any or all of our rights or obligations under these Terms of Use without restriction. No waiver by either party of any breach or default under these Terms of Use will be deemed to be a waiver of any preceding or subsequent breach or default.

These Terms of Use, including any terms and conditions incorporated herein, is the entire agreement between you and Spree relating to the subject matter hereof, and supersedes any and all prior or contemporaneous written or oral agreements between you and Spree relating to such subject matter.

26. Apple-Specific Terms

In addition to your agreement with the foregoing terms and conditions, and notwithstanding anything to the contrary herein, the following provisions apply with respect to your use of any version of the App compatible with the iOS operating system of Apple Inc. (“Apple”). Apple is not a party to this Agreement and does not own and is not responsible for the App. The license you have been granted herein is limited to a non-transferable license to use the App on an Apple-branded product that runs Apple’s iOS operating system and is owned or controlled by you, or as otherwise permitted by the Usage Rules set forth in Apple’s App Store Terms of Service. Apple is not responsible for maintenance or other support services for the App and has no obligation whatsoever to furnish maintenance and support services with respect to the App. Apple does not provide any warranty for the App, except, if applicable, in the event of a failure of the App to conform to any applicable warranty, the user may notify Apple and Apple will refund the purchase price for the App. Apple will have no other warranty obligation whatsoever with respect to the App and for any other claims, losses, liabilities, damages, costs or expenses with respect to the App, including any third-party product liability claims, claims that the App fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection, privacy or similar legislation, and claims with respect to intellectual property infringement. In addition, you must comply with the terms of any third-party agreement applicable to you when using the App, such as your wireless data service agreement. Apple and Apple’s subsidiaries are third-party beneficiaries of this Agreement and, upon your acceptance of the terms in these Terms of Use, will have the right (and will be deemed to have accepted the right) to enforce these terms against you as a third-party beneficiary thereof; notwithstanding the foregoing, Company’s right to enter into, rescind or terminate any variation, waiver or settlement under this Agreement is not subject to the consent of any third party.