

### 1. Overview

- a. This website and the Ecosystem are operated by One Less Pty Ltd ACN 630 931 485 (“One Less”). Throughout the website and our Ecosystem, the terms “we”, “us” and “our” refer to One Less.
- b. We offer this website and our Service, including all information, tools goods and services available from:
  - i. this website;
  - ii. (iour Ecosystem; or
  - iii. other authorised retail outlets acting as our bailee and/or agent (“Outlets”), to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here or otherwise made available on our website.
- c. By visiting our website, using our Ecosystem and/or purchasing something from us (including via our Outlets), you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or made available on our website.
- d. These Terms of Service apply to all users of the Service, including without limitation users who are browsers, Outlets, customers, and/or contributors of content.
- e. Please read these Terms of Service carefully before accessing or using our Service. By accessing or using any part of the Service, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of these Terms, then you may not access or use any part of the Service. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.
- f. Any new features or tools which are added to the Service shall also be subject to these Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the Service following the posting of any changes constitutes acceptance of those changes.
- g. For the purposes of these Terms, Ecosystem means our software application entitled One Less that provides a platform for:
  - i. (consumers): to track usage of their reusable cup, track products and promotions and refer friends to the Service; and
  - ii. (businesses): scan consumers reusable cups to log usage, scan inventory and access reporting features.
- h. The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

### 2. Online Store Terms

- a. By agreeing to these Terms of Service, you represent that you are at least the age of 16, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use the Service.
- b. You may not use our Service for any illegal or unauthorised purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).
- c. You must not transmit any worms or viruses or any code of a destructive nature.
- d. A breach or violation of any of the Terms may result in an immediate termination of your Services.
- e. By signing up to our Service or purchasing any goods from our Service, you agree to be bound by our Returns Policy.

### 3. General Conditions

- a. We reserve the right to refuse service to anyone for any reason at any time.
- b. You understand that your content (not including credit card information), may be transferred unencrypted and involve:
  - i. transmissions over various networks, including the Internet; and
  - ii. changes to conform and adapt to technical requirements of connecting networks or devices.

Credit card information is always encrypted during transfer over networks.

- c. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the Service is provided, without express written permission by us.

## 4. Accuracy, Completeness and Timeliness of Information

- a. We are not responsible if information made available on our Service is not accurate, complete or current. The material on our Service is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on our Service is at your own risk.
- b. Our Service may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of our Service at any time, but we have no obligation to update any information on our Service. You agree that it is your responsibility to monitor changes to our Service.

## 5. Modifications of the Service and Prices

- a. We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.
- b. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

## 6. Products or Services

- a. Certain products or services may be available exclusively through any part of our Service. These products or services may have limited quantities and are subject to return or exchange only according to our Returns Policy.
- b. We have made every effort to display as accurately as possible the colours and images of our products that appear via our Service. We cannot guarantee that your computer monitor's display of any colour will be accurate.
- c. Although all reasonable care is taken to ensure that photographs appearing on our Service reflect as accurately as possible the actual size of goods, you acknowledge that due to the inherent difficulties with photographing goods, some goods may appear larger or smaller than their actual size when represented on our Service.
- d. We reserve the right, but are not obligated, to limit the sales of our products or the Service to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at anytime without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.
- e. We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.
- f. The Service and the information on it constitute an invitation to treat and not an offer by us to supply goods. When you submit an order to purchase goods from us, this constitutes an offer from you to buy those goods in accordance with these Terms of Service. No contract for the sale and purchase of those goods shall be formed between you and us until we accept your order by sending you an acceptance 'confirmation of acceptance' in accordance with clause 6(g) below.
- g. You may submit an order to purchase goods from us by completing the order form and submitting the order confirmation on our Service. You must provide all required information requested or we may not be able to process your order.
- h. No order shall be deemed accepted by us until we have sent you a 'confirmation of acceptance' confirming that we have accepted your order. An 'order confirmation' is not a 'confirmation of acceptance'. However, a shipping confirmation may, in accordance with its terms, constitute a 'confirmation of acceptance'. We will endeavour to notify you whether we have accepted or rejected your order and, if applicable, to confirm the delivery details for your order within 3 Business Days after receiving your order.
  - i. You acknowledge that goods may from time to time:
    - ii. be advertised as discounted from the price you may pay for the exact same good(s); and
    - iii. otherwise be sold at a lower price from time to time.

## 7. Payments

- a. The price payable by you for orders accepted by us shall be:
  - i. (where you buy from an Outlet): the price quoted at any Outlet; or

- ii. (where you buy directly from our website): the price quoted on this website for the relevant goods at the time your order is submitted (subject always to section 8 below, in relation to incorrect prices), together with the applicable delivery fees (which are payable in addition to the price of the goods).
- b. The price paid in accordance with section 7 of these Terms reflects the entire price you are to pay for the goods. Outlets will pay us a rebate for your further use of the goods at any one or more of the Outlets in the Ecosystem. You expressly agree to such rebates being paid to us by the Outlets for your use of the goods at those Outlets.
- c. Except where specifically stated in relation to a particular good, the prices for the goods are stated and are payable in Australian dollars (AUD).
- d. You shall pay for your orders by:
  - i. (with Outlets): in the payment methods offered by the Outlets; or
  - ii. (with us): by credit card, Paypal, ApplePay, GooglePay and/or any other payment method we allow using the online transactions facilities provided at [www.oneless.com.au](http://www.oneless.com.au).
- e. All payments made by any payment facilitator/merchant offered by an Outlet or us are subject to the terms and conditions of that third party provider.
- f. If there is a problem with your payment (for example, if your payment card transaction is declined), we may contact you to make alternative payment arrangements. You will be liable for all debt collection costs where you fail to make payment for any order when payment is due.

## 8. Accuracy of Billing and Account Information

- a. We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors that are not Outlets.
- b. You agree to present your goods for scanning on each use at each Outlet.
- c. You agree to provide current, complete and accurate account information when using our Service. You agree to promptly update your account and other information, including your email address, so that we can complete your transactions and contact you as needed.
- d. All orders are subject to the availability of goods. We may reject or cancel any order due to unavailability of any good. If for any reason a good is not available, we will endeavour to notify the non-availability on our Service. We may revise the range of goods or the specification of any good at any time (save and except for where we have confirmed our acceptance of your order) without notice to you.
- e. Where any good is listed with an Outlet or on our Service with an incorrect price or with incorrect information, we reserve the right to reject or cancel your order (regardless of whether you have made payment for that order). You acknowledge and agree that we have no obligation to sell any good either online or via an Outlet where that good is listed with an incorrect price or with incorrect information. Where you have already made payment for an order that is subsequently rejected or cancelled by us, we will refund the full amount paid by you in relation to that order.
- f. Where you order directly from us, you may cancel your order any time prior to the time that we send our 'confirmation of acceptance' for that order. Once we have sent our 'confirmation of acceptance' for your order, you may not cancel that order.
- g. For more detail, please review our Returns Policy.

## 9. Delivery and delivery fees

### 9.1 Order from an Outlet

Where you purchase goods from us via an Outlet, no delivery fee will apply.

### 9.2 Order directly from us

- a. We use a variety of third party logistics companies, in our discretion, to deliver goods as a result of any order.
- b. The applicable delivery fees are clearly displayed in your local currency at the time of purchase.
- c. Once we have confirmed our acceptance of your order, we will endeavour to dispatch your order within 3 business days unless a different timeframe is specified in relation to a particular good. If we are unable to dispatch your order within this timeframe we will endeavour to contact you and advise you of the expected dispatch date.
- d. You may specify delivery instructions for your order (for example, you may authorise the courier or relevant logistics carrier to leave the goods in a specified location if you will not be at the delivery address). We will not be responsible or liable for anything that happens to any order that is delivered in accordance with your delivery instructions.
- e. Although we will endeavour to meet delivery timeframes where possible, all delivery timeframes are estimates

only and we will not be liable for any loss, expense, or other damage caused by any delay in delivery.

### 9.3 Title and risk in goods

- a. We retain ownership and title of the goods we supply to you, either directly or via an Outlet, until we have received the full price for the goods and any applicable delivery charges. Once your order has been delivered to you (or has otherwise been delivered in accordance with your delivery instructions), as evidenced by confirmation provided to us by the relevant logistics carrier or an Outlet, you assume full responsibility for and risk in the goods.

## 10. Customs, duties and taxes

- a. Each package that contains a good that you have purchased may be subject to Taxes of the country to which such package is shipped. All such Taxes are your responsibility.
- b. When you purchase a good online directly from us, you are the “importer of record” and you must comply with all laws and regulations of the country to which such good is shipped.
- c. In addition to the Taxes referred to in clause 10(a) above, you are responsible for and shall bear any charges for customs clearance. We have no control over these charges and cannot predict what they may be. Customs policies vary widely from country to country so you should contact your local customs authority for further information about such charges.
- d. Cross-border shipments may be subject to opening and inspection by customs authorities. In order to facilitate customs clearance and comply with local laws, we may provide certain order, shipment and goods information, such as your title, to our international carriers, and such information may be communicated by shipping service providers to customs authorities. Customs authorities may require us to declare the value of the goods you have purchased.
- e. You acknowledge that delays associated with customs clearance procedures may cause our original delivery timeframes estimates to be exceeded.
- f. In this clause, ‘Taxes’ means any present or future taxes (including taxes on goods and/or services such as GST), rates, levies, imposts, duties (including stamp duties), deductions, charges, compulsory loans and withholdings (other than any such taxes on the overall net income of a party) which may be incurred in any jurisdiction and any interest, penalties, fines or expenses relating to any of them

## 11. Your Account and Password

- a. We may provide you with an account login (including a username and password) to use our Service. You must ensure that your account details are complete and accurate when submitted to us, that the information that you have given is true and correct, and you must keep your account details up-to-date. You agree to not impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity.
- b. Your username and password are personal to you and you:
- c. must at all times keep your username and password secure and confidential and not disclose them to any third party; and
- d. (must not at any time provide your details to a third party for the purpose of that third party using same to access our Service.
- e. You agree that you are solely and personally responsible for any use of our Service by any person using your username and password (including any purchases made via our Service). You agree to release and indemnify us in relation to any claims, loss or liability arising out of the unauthorised use of your username or password (including any failure to keep your username or password secure and confidential).
- f. You agree to notify us immediately by email to [admin@oneless.com.au](mailto:admin@oneless.com.au) of any unauthorised use of your account or any other breach of security.

## 12. Optional Tools

- a. We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.
- b. You acknowledge and agree that we provide access to such tools “as is” and “as available” without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.
- c. Any use by you of optional tools offered through our Service is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).
- d. We may also, in the future, offer new services and/or features through our Service (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

## 13. Third-Party Links

- a. Certain content, products and services available via our Service may include materials from third-parties.
- b. Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.
- c. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.
- d. Our links with linked websites and/or third-parties should not be construed as an endorsement, approval or recommendation by us of the owners or operators of those linked websites and third parties, or of any information, graphics, materials, goods or services referred to or contained on those linked websites, unless and to the extent stipulated to the contrary.
- e. We accept no responsibility for the content of any advertisement appearing on our Service (including for any hyperlink to an advertiser's own website). The inclusion of any advertisement on our Service does not constitute a recommendation or endorsement by us of the advertiser's goods and each advertiser is solely responsible for any representations made in connection with its advertisement.
- f. You must not create any hyperlink, hotlink, inline link, or direct link (each a "hyperlink") to our Service (or any file on our Service) or embed any page of (or content on) of our Service on another website (using a frame, iframe, or otherwise) without our prior written permission in each instance. If you would like to create a hyperlink to our Service, please contact us at [admin@oneless.com.au](mailto:admin@oneless.com.au). If you do create a hyperlink to our Service or embed our Service, or any part of our Service, in another website, you will do so at your own risk and you will be responsible for all losses (whether direct or indirect) that we may suffer as a result of that hyperlink or embedding and by doing so you agree to indemnify us against all claims arising from, or in connection with, that hyperlink or embedding.

## 14. User Comments, Feedback and Other Submissions

- a. If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation:
  - i. to maintain any comments in confidence;
  - ii. to pay compensation for any comments; or
  - iii. to respond to any comments.
- b. We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.
- c. You agree that your comments will not violate any right of any third-party, including copyright, trade mark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

## 15. Personal Information

Your submission of personal information through our Service is governed by our Privacy Policy. [Click here to view our Privacy Policy.](#)

## 16. Errors, Inaccuracies and Omissions

- a. Occasionally there may be information on our Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service, with any Outlet or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).
- b. We undertake no obligation to update, amend or clarify information in the Service, with any Outlet or on any related website, including without limitation, pricing information, except as required by law. No specified update

or refresh date applied in the Service, with any Outlet or on any related website, should be taken to indicate that all information in the Service, with any Outlet or on any related website has been modified or updated.

## 17. Prohibited Uses

In addition to other prohibitions as set out in these Terms of Service, you are prohibited from using our Service or its content:

- a. for any unlawful purpose;
- b. to solicit others to perform or participate in any unlawful acts;
- c. to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances;
- d. to infringe upon or violate our intellectual property rights or the intellectual property rights of others;
- e. to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
- f. to submit false or misleading information;
- g. to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet;
- h. to collect or track the personal information of others;
- i. to spam, phish, pharm, pretext, spider, crawl, or scrape;
- j. for any obscene or immoral purpose; or
- k. to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

## 18. Disclaimer of Warranties and Limitation of Liability

- a. To the maximum extent permitted by law, we provide our Service, related information and goods and services on an “as is” and “as available” basis without any representation, warranties, conditions or guarantees of any kind (whether, express, implied, statutory or otherwise), including but not limited to (as relevant across our Service and goods) all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement
- b. We do not guarantee, represent or warrant that your use of our Service will be uninterrupted, timely, secure or error-free.
- c. We do not warrant that the results that may be obtained from the use of the Service will be accurate or reliable.
- d. You agree that from time to time we may remove the Service for indefinite periods of time or cancel the Service at any time, without notice to you.
- e. You expressly agree that your use of, or inability to use, the Service is at your sole risk.
- f. In no case shall we, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the Service or any products procured using the Service, or for any other claim related in any way to your use of the Service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the Service or any content (or product) posted, transmitted, or otherwise made available via the Service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.
- g. You acknowledge and agree that, despite all reasonable precautions on our part, our Service is not, and cannot be, guaranteed to be error free, uninterrupted, timely, complete, or secure and acknowledge that the existence of any such errors, interruptions, delays, incompleteness, or security limitations will not be a breach of these Terms of Service. We will not be liable to you should our Service or any services supplied through our Service contain errors, or become unavailable, interrupted, or delayed for any reason.
- h. To the maximum extent permitted by law, we do not accept responsibility or liability for any loss or damage, however caused (including through negligence), which you may directly or indirectly suffer in connection with your use of our Service or any linked website, including any such loss arising out of your use of or reliance on information contained on, or accessed through, our Service, or concerning any goods or services ordered by you from our Service, including via an Outlet.

## 19. Australian Consumer Law

- a. This clause 19 applies to Australian residents only.
- b. All goods purchased from our Service come with guarantees that cannot be excluded under the Australian Consumer Law (prescribed in accordance with the Competition and Consumer Act 2010 (Cth)). You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods replaced if the goods fail to be of acceptable quality.
- c. The goods will not be of acceptable quality if such goods:
  - i. are not fit for all the purposes for which goods of that kind are commonly supplied;
  - ii. have defects;
  - iii. are unsafe; or
  - iv. are not durable.
- d. Subject to any rights you may have under the non-excludable guarantees under the Australian Consumer Law, we may impose fees payable by you in relation to any repair/ service not covered by the guarantees under the Australian Consumer Law.
- e. Our liability for any breach of any warranty or consumer guarantee for goods or services is (to the extent permitted by law) limited to re-supplying the goods or services the subject of your order or refunding the costs of the goods or services (at our sole discretion).
- f. To the extent permitted by law, we are not responsible to you in any way as a result of damage due to ordinary wear and tear, misuse, accident, abuse, alteration, substitution or improper repair.
- g. To the fullest extent permitted by law (including Australian Consumer Law) we reserve the sole right to judge whether or not a good has been subject to ordinary wear and tear, misuse, abuse, alteration, substitution or improper repair performed by someone other than us (or our authorised repairers) or any other type of use causing deterioration. Such assessment includes assessing against any cleaning and general care guidelines given in relation to the goods. If, in our sole discretion, such goods shows signs of any of the foregoing, we will have no liability to you.

## 20. General warnings

- a. We may from time to time offer discounts and promotions in respect of our goods and services. The specific terms and conditions of those discounts and promotions will be located on a specific location on our Service, however, these Terms apply to those discounts and promotions in addition to any specific terms and conditions and in the event of conflict between any term of those specific terms and conditions and these Terms, these Terms shall prevail. The provision of any such offers may be removed from our Service at any time in our complete discretion.
- b. You must ensure that your access to our Service is not illegal or prohibited by laws which apply to you. You agree not to use our Service for any purpose that is unlawful or to engage in any conduct that may impair or cause damage to the operation of our Service whether by way of a virus, corrupted file or through any other means.
- c. You must take your own precautions to ensure that the process which you employ for accessing our Service does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system or data.
- d. Details contained on our Service relating to goods or services have been prepared in accordance with Australian law and may not satisfy the laws of any other country. We do not warrant that the details on our Service concerning those goods or services will satisfy the laws of any other country. It is your responsibility to determine whether these details satisfy the laws of the jurisdiction where you reside (if that jurisdiction is outside Australia) and if the details do not satisfy the laws of your jurisdiction, you may not purchase or use any goods or services from our Service.

## 21. Indemnification

You agree to indemnify, defend and hold harmless One Less and our parent, trustees, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable legal fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

## 22. Severability

If any of these Terms, or any part of a particular term or condition, is or are held to be invalid, unenforceable or illegal for any reason that unenforceable or illegal term or condition (or part thereof) shall be construed in accordance with applicable law to the greatest extent possible to reflect the original intentions of the parties, and the remaining terms and conditions, or the remaining part of a particular term or condition as the case may be, shall nevertheless continue in full force.

## 23. Termination

- a. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of these Terms of Service for all purposes.
- b. These Terms of Service are effective unless and until terminated by either you or us.
- c. We may terminate these Terms of Service at any time by notifying you of that termination.
- d. You may terminate these Terms of Service at any time by:
  - i. notifying us that you no longer wish to use our Services; or
  - ii. (when you cease using our Service; or
  - iii. when you close your account with our Service in the manner prescribed in our Service.
- e. If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

## 24. Termination of access

Access to our Service may be terminated at any time by us without notice. Our disclaimers and limitations and exclusions of liability provided in these Terms will nevertheless survive any such termination.

## 25. Entire Agreement

- a. The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.
- b. These Terms of Service and any policies or operating rules posted by us on our Service or in respect of the Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).
- c. Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.
- d. We are not liable for any failure by us to comply with these terms and conditions where such failure is due to circumstance beyond our reasonable control.
- e. If we waive any rights available to us under these terms and conditions on one occasion, this does not mean that those rights will automatically be waived on any other occasion.

## 26. Governing Law

To the extent permitted in your local jurisdiction, these terms and conditions are governed by the laws in force in Queensland, Australia. You agree to submit to the non-exclusive jurisdiction of the Queensland courts and agree that those courts are a convenient forum in which to resolve any dispute arising in relation to these terms and conditions (and any contracts between you and us which arise through your use of this website).

## 27. Changes to Terms of Service

- a. You can review the most current version of the Terms of Service at any time at this page.
- b. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our Service. It is your responsibility to check our Service periodically for changes. Your continued use of or access to our Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

## 28. How we handle e-mails

- a. We may preserve the content of any e-mail you send us for our business purposes, including if we believe we have a legal requirement to do so. Your e-mail message content may be monitored by us including for trouble-shooting or maintenance purposes or if any form of e-mail abuse is suspected.
- b. You consent to receiving communications from us electronically and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You agree to be bound by any agreement reached through electronic communications in terms of the Electronic Transactions Act 1999 (Cth).

- c. You consent to receiving electronic messages and information sent by us (or on our behalf) for any purposes described in our Privacy Policy or otherwise disclosed to you.

## **29. Contact Information**

Questions about the Terms of Service should be sent to us at [admin@oneless.com.au](mailto:admin@oneless.com.au).