

Spriggy Schools

Spriggy Schools Terms and Conditions

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A. Important information

These Spriggy Schools Terms and Conditions were last updated on 7 January 2024.

Please read the information below and these Terms and Conditions carefully before accessing or using the Website or the App in connection with the Spriggy Schools Product or otherwise (each a **Site**, and together the **Sites**). Please contact us if you have any questions.

Some important things you should know....

The Spriggy Schools Product is offered by Spriggy Schools Pty Ltd ABN 48 650 445 819 ("**Spriggy Schools**", "**we**", "**us**", "**our**"). The Spriggy Schools Product is issued pursuant to the relief for non-cash payment facilities provided for in ASIC Corporations (Non-cash Payment Facilities) Instrument 2016/11.

You should read the attached Terms and Conditions in full, which govern your use of and access to the Sites, but we have also set out below some important information:

1. These Terms and Conditions may be unilaterally amended by Spriggy Schools from time to time in accordance with section B.18, and a current version will always be accessible on our website at www.spriggyschools.com.au/terms. Where a change may be materially adverse to you, or results in an increase to a fee that is payable by you, you will be provided with at least 30 days' notice prior to such change taking effect.
2. The Spriggy Schools Product does not have an expiry date.
3. The balance of the Spriggy Schools Product is limited to \$999 at any given time. Any attempted top up that will take the stored value on the balance of your Spriggy Schools Product over \$999 may be rejected, unless otherwise permitted at our sole discretion.
4. See section B.13 below for details about when you may be held liable for Unauthorised Transactions or fraudulent access or use of your Spriggy Schools Product account.
5. The fees and charges connected with the use of the Sites and the Services are set out in section B.3. By applying for the Spriggy Schools Product, you agree to pay any related fees and charges to Spriggy Schools as set out in these Terms and Conditions.
6. Balances and transaction history will be continuously available and accessible through the App provided in conjunction with the Spriggy Schools Product. Note that balances may not always be reflected correctly due to transactions still being processed, including disputes, processing errors or delays in transaction processing.
7. The Financial Claims Scheme does not apply to any value held on your Spriggy Schools Product balance, see section B.17.
8. Spriggy Schools maintains an internal dispute resolution (IDR) procedure which complies with the applicable requirements of section 912A(2)(a)(i) of the Corporations Act 2001 (Cth) (as approved or issued by ASIC), and covers complaints made by retail clients in connection with the provision of our financial services.

Words defined in the Terms and Conditions have the same meaning when used in paragraphs 1 to 8 above. Please note that all information provided by Spriggy Schools on the Sites is general in nature, and does not take into account the personal objectives, needs or circumstances of any person. You should consider the Terms and Conditions and the Target Market Determination and obtain appropriate professional advice before making any financial decision in relation to the Spriggy Schools Product.

B. Terms

1. General terms

By accessing or using Schools or the Sites, you accept and agree to be bound by these Terms (as amended from time to time) (the **Terms**).

For each Authorised Person, you agree that you will provide the Authorised Person with a copy of these Terms (and any updates Spriggy Schools makes to the Terms that are notified from time to time), and take reasonable steps to ensure that the Authorised Person understands the Terms and agrees to abide by these Terms. You acknowledge and agree that you are responsible for the Authorised Person's use of the Sites.

These Terms continue to apply until this agreement is terminated in accordance with section B.10. If you do not agree to these Terms, then you or any Authorised Person must not access or use the Sites or the Services.

You will only be able to register for and use the App if:

- a. you are an Australian resident;
- b. you are accessing a compatible version of the App on a compatible device; and
- c. you successfully completed the registration process for the App (including accepting these Terms and setting a password).

From time to time, Spriggy Schools may (acting reasonably) notify you of the minimum device, operating system and/or app version requirements that are needed in order to use the App. You agree that:

- d. you are responsible for ensuring that you meet these requirements (for example, by updating to the latest version(s) of the App);
- e. after providing reasonable advanced notice to you, Spriggy Schools may block the use of the superseded version(s) of the App; and
- f. where Spriggy Schools has provided reasonable advance notice to you, Spriggy Schools will not be liable for any loss, damage, cost or expense (whether direct or indirect) incurred by you in connection with Spriggy Schools blocking the use of superseded versions(s) of the App.

2. Limitation of liability

Nothing in these Terms excludes, restricts, or modifies any guarantee, term, condition, warranty, or any right or remedy, implied or imposed by any law or legislation which cannot lawfully be excluded or limited, including the *Competition and Consumer Act 2010* (Cth) (Australian Consumer Law) which contains guarantees that protect the purchasers of goods and services in certain circumstances.

You and any Authorised Person use the Sites and the Services at your own risk. Subject to any terms implied by law and which cannot be excluded:

- a. Spriggy Schools does not warrant or represent that the information on the Sites are free from errors or omissions or are suitable for your intended use, or that your use of the Sites will be uninterrupted or error free (the Sites may, from time to time, be unavailable due to scheduled maintenance, system or software updates, upgrades, changes and operational procedures or issues with third party service providers);
- b. Spriggy Schools will not be liable under these Terms for any indirect, special or consequential losses;
- c. Spriggy Schools also accepts no responsibility for any loss, damage, cost or expense (whether direct or indirect) incurred by you as a result of:

- i. you failing to comply with your obligations under these Terms (including your compliance with any law);
- ii. negligence, errors, fraud or other misconduct by you;
- iii. any third party content, products, services and/or information available on the Sites or the Services; or
- iv. any event or matter beyond our reasonable control including any system, server or connection failure, error, omission, interruption, delay in transmission, problem with your electronic device, or computer virus or other malicious, destructive or corrupting code that is beyond our reasonable control.

To the maximum extent permitted by law, our total liability to you (if any) for loss, damage or reliance will be limited, at our election, to:

- d. in the case of information or services supplied or offered by us for a fee – the resupply of the information or services or payment of the cost of doing this. To the maximum extent permitted by law, we accept no, and exclude all, liability for information or services supplied or offered by us for free;
- e. in the case of goods supplied or offered by us for a fee – repair or replacement of the goods, supply of equivalent goods, or payment of the cost of doing this. To the maximum extent permitted by law, we accept no, and exclude all, liability for goods supplied or offered by us for free.

3. Fees

The fees and charges connected with use of the Sites and the Services are set out below. By registering for the Spriggy Schools Product, you agree to pay any related fees and charges as set out in these Terms.

Description of fee	Fee
Order fee	\$0.29 per order per child

All fees and charges under these Terms are inclusive of GST.

You agree to pay the fees and charges and complete any necessary direct debit forms we reasonably require in relation to these fees and charges.

Spriggy Schools will debit (deduct) the order fee from your Schools balance each time you place an order.

If you consider that Spriggy Schools has incorrectly charged a fee or charge, then you should contact us as soon as possible so that we can investigate this. See section B.12 for information on how to contact us or make a complaint. We will reverse or refund any incorrect fee or charge.

The Facility Provider or Spriggy Schools may offer promotions or discounts from time to time.

Spriggy Schools may change or introduce new fees or charges in the future. If we do, we will update the version of these Terms available at www.spriggyschools.com.au/terms and notify you if we are required – refer to section B.18 for information on how we may make changes to these Terms and when we will notify you of any such changes.

4. Client Representations and Warranties

You represent and warrants to Spriggy Schools that:

- a. you have received, read, understood and accepted all of these Terms and that they constitute your legal, valid and binding obligation;
- b. you have taken (or have had reasonable opportunity to take) such independent legal and financial advice as you consider necessary prior to executing these Terms;

- c. you are aged:
 - i. 18 years of age or older; or
 - ii. between 15 and 18 years of age, and your parent or legal guardian authorises you entering into these Terms;
- d. all information supplied by you to Spriggy Schools is, or at the time it is supplied will be, accurate in all material respects and you will not omit or withhold any information which would make such information inaccurate in any material respect;
- e. you will provide to Spriggy Schools on request such information regarding your identity, as Spriggy Schools may reasonably require to verify your identity for legitimate business purposes including as required by law;
- f. you will take reasonable measures to protect the Schools account username, password and any security questions/answers and any other confidential information relevant to the Service and your Schools account from unauthorised access or use; and
- g. you understand and acknowledge that all money loaded by you to the Spriggy Schools Product, shall be credited to your Schools balance and be held in a bank account maintained by Spriggy Schools. These funds are segregated from Spriggy Schools' funds however such segregation of your money does not guarantee your money from the risk of loss.

5. Facility Provider

- a. You acknowledge that the sole responsibility for the preparation, quality, supply and delivery of the Goods purchased, and any promotions/specials in relation thereto, remains with the Facility Provider. Accordingly, any dispute over Goods, including lost or substandard Goods, shall be handled solely and directly by you with the Facility Provider. It is your responsibility to notify the Facility Provider if you are not satisfied with the Goods.
- b. Spriggy Schools makes no representation or warranty in any respect relating to the Goods, and, to the extent permitted by law, shall not be liable for any damage or loss suffered or incurred by you arising out of or in connection with the Goods or any Facility Provider.
- c. Any refunds agreed by you with the Facility Provider shall be credited to your Schools balance upon payment in cleared funds by the Facility Provider to Spriggy Schools. Spriggy Schools shall not be responsible for any late or non payment of such refunds by the Facility Provider.

6. Schools Account Establishment

- a. Once you have successfully applied and registered for Schools, Spriggy Schools shall establish a Schools account in the name of the Client, who is the person named as the holder of the Schools account.
- b. No one except you or an Authorised Person can operate your Schools account with Spriggy Schools opened for the purposes of these Terms.
- c. Cleared funds must be loaded to the Schools balance where the value is stored, prior to issuing any order for Goods or utilising the Services. Spriggy Schools will not extend credit to you under any circumstances.
- d. You shall be directed to the payment screen when the balance falls below the order amount, and top ups can be made to the Schools balance via the Payment Services Provider.
- e. The Schools balance is limited to \$999 at any given time. Any attempted top up that will take the stored value on your Schools balance over \$999 will be rejected, unless

otherwise permitted at the sole discretion of Spriggy Schools.

- f. You can purchase Goods from the Facility Provider using the Service, and your Schools balance will be debited with the cost of the Goods via a payment from your Schools wallet.
- g. Orders for Goods must be placed before any cut-off time specified by the Facility Provider, or via an over the counter transaction if made available by the Facility Provider.
- h. If you have placed an order for Goods, you must not charge back, cancel or de-authorise the applicable credit or debit card.
- i. Acting reasonably, Spriggy Schools shall have the right to debit your Schools balance to recover loss that is incurred directly as a result of a rejected payment or transfer.

7. Schools Operation/Protection

- a. You are obliged to keep all passwords secret and take reasonable steps to ensure that unauthorised third parties do not obtain access to your Schools account. This includes that you and any Authorised Person must take all reasonable steps to protect the security of your mobile device(s), which includes setting screen lock passwords and ensuring that others do not have access to the use of the mobile device(s).
- b. It is your sole responsibility to immediately report to Spriggy Schools, any security breaches or unauthorised access or use of your Schools account at any time.
- c. You may authorise an Authorised Person to give instructions (via the agreed methods) on your behalf and Spriggy Schools is entitled to act upon instructions which are or appear to be from you or any Authorised Person.
- d. The following additional conditions apply to the appointment of an Authorised Person:
 - i. as between you and Spriggy Schools:
 - a. any act or omission of or on behalf of an Authorised Person will be treated as an act or omission by you;
 - b. you agree that you are responsible for all and any actions taken by the Authorised Person; and
 - c. to the extent relevant, you are responsible for ensuring that the Authorised Person complies with these Terms to the same extent and in the same manner as you are required to do so;
 - ii. you accept full responsibility for all and any actions taken by your child(ren) pursuant to the provision of the Services;
 - iii. Spriggy Schools is under no obligation to accept any instruction that is not made by an Authorised Person or to enquire as to the identity of any person providing the instruction if it reasonably believes the person is an Authorised Person; and
 - iv. should Spriggy Schools receive any instruction that it reasonably assumes was from an Authorised Person, Spriggy Schools will not be liable for any properly performed action or omission by Spriggy Schools in reliance on that instruction
- e. Unless otherwise advised in writing, you hereby grant permission to Spriggy Schools to use photographs, provided by you or the relevant school, of your minor child(ren), for identification purposes or to provide such to Facility Providers upon request for the purposes of providing the Services.

8. User Conduct

While you are a registered user of the App, we grant you a personal, non-exclusive, non-transferable, limited and revocable licence to use the App on that device for personal use in accordance with these Terms and any applicable terms and conditions imposed by the Apple App Store or Google Play Store (as applicable).

Lawful and authorised use only

You must only use a Site for lawful purposes and for the purposes explicitly outlined and authorised in the Site, including in these Terms. If any part of a Site requires you to provide a username and password to access or use any part of the Site, you must keep that username and password confidential. You must immediately change your password and let us know if you believe your password is at risk of unauthorised use.

You are authorised to:

- download and view content;
- register your interest in receiving further information from us in relation to products or services we may offer you (or invite offers from you) in the future; and
- use the software included in a Site for your own personal, non-commercial use, provided you keep intact all copyright and other proprietary notices. You must not exploit any of our Site materials for commercial purposes without our prior written permission.

You are not authorised to copy, broadcast, reproduce, republish, store (in any medium), transmit, broadcast, distribute, sell, lease, licence, show or play in public, adapt or change in any way the content of, or create a derivative work from, the Site for any other purpose unless we have provided prior written consent and you have also received permission of any other relevant rights' owner. You must not copy, decompile, reverse engineer, disassemble, or attempt to derive the source code of the Site.

This prohibition does not extend to materials on a Site that are defined as freely available for reuse or replication, subject to conditions we specify. Any contributions made by you to the Site must:

- be accurate (where they state facts);
- be genuinely held (where they state opinions);
- not be misleading or deceptive; and
- comply with applicable law in any country from which they are made.

General prohibitions

You must not use or contribute to a Site, or any tools or applications offered through a Site, in a manner that:

- violates or infringes the rights of others including their intellectual property, privacy and publicity rights;
- is unlawful, fraudulent, threatening, discriminatory, sexually explicit, abusive, defamatory, invasive of privacy, vulgar, obscene, profane or which may harass or cause distress or inconvenience to, or incite hatred of, any person;
- encourages conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any law;
- impersonates any person or misrepresents your identity or affiliation with any person (including us);
- transmits or procures the sending of any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation including spam;
- affects the functionality or operation of the Site or its servers or the functionality or operation of any users' computer systems (for example, by transmitting a computer virus or other harmful component, knowingly or otherwise); or
- breaches any standards, content requirements or codes of any relevant authority, including authorities that require us to take remedial action under any applicable industry code.

In accordance with section B.10 of these Terms, we have the right to disable any user identification code or username or restrict your access to a Site if, in our opinion (acting

reasonably), you have failed to comply with any of these prohibitions. We also reserve the right (acting reasonably) to remove and delete any content you put on the Site if we consider it breaches any of these prohibitions.

Your responsibilities under laws affecting you

You are responsible for ensuring your use of the Sites is lawful, does not infringe any third party's rights and does not breach any standards, content requirements or codes promulgated by any relevant authority (including relevant internet industry codes of practice).

9. Spriggy Schools' Rights and Obligations

Spriggy Schools shall be entitled to retain any interest earned on your Schools balance and any segregated client money held or invested by Spriggy Schools.

In no circumstance will you earn interest on any value that is stored on your Schools balance.

10. Suspension and Termination

Termination of your Schools account by you

You can terminate your Schools account at any time by giving Spriggy Schools notice in writing, via any of the contact methods listed in section B.12 of these Terms.

Termination of your Schools account by Spriggy Schools

You acknowledge and agree that Spriggy Schools may (acting reasonably) immediately suspend or terminate your Schools account and discontinue providing the Services to you at any time if:

- a. you breach any of the general prohibitions under section B.8;
- b. you materially breach any other provision of these Terms;
- c. your Schools balance is in debit and you have not remedied this within 7 days of Spriggy Schools providing notice to you;
- d. your Schools account has not been used to place an order for a period of 12 months or more;
- e. Spriggy Schools has a reasonable belief that your Schools account has been compromised or involved in an unauthorised activity;
- f. you implement a reverse payment or chargeback to your Schools account;
- g. Spriggy Schools reasonably suspects fraudulent or illegal activity in connection with the use of your Schools account;
- h. you refuse to co-operate in an investigation, verification activity or provide adequate identification or security documentation where reasonably requested;
- i. Spriggy Schools considers, in its sole discretion, that your use of the Sites or the Schools account poses a material security, credit, business or fraud risk to Spriggy Schools;
- j. Spriggy Schools considers, in its sole discretion, that your use of the Sites or the Schools account poses a material security, business or fraud risk to Spriggy Schools;
- k. any event occurs which has the effect or likely effect of making or declaring it unlawful for Spriggy Schools to offer the Services or the Sites in accordance with these Terms or applicable law, or we otherwise reasonably believe it is necessary to protect our legitimate business or security interests.

When exercising this discretion, we will endeavour to provide you with as much prior notice as is reasonable in the circumstances and act reasonably towards you in a consistent and fair manner. However, notwithstanding the previous sentence, there may be circumstances where, for security or other legitimate business reasons (including without limitation where we are required by law), we (acting reasonably) may only provide you with limited or no prior notice.

Effect of termination

In the event you request the closure of your Schools account, or your Schools account is otherwise terminated, you will no longer have access to the Sites.

Any outstanding debit balances on your Schools account will be returned to you by electronic transfer to your nominated payment method. If this is not possible, Spriggy Schools will make reasonable attempts to contact you so that your funds can be returned to you. If, after 6 months following the termination date, Spriggy Schools have not been able to contact you after those attempts have been made then all funds held will be retained by Spriggy Schools. If you subsequently contact Spriggy Schools within seven (7) years after the termination date and request a refund, Spriggy Schools will refund the remaining balance owing to you. Your identity will need to be verified by Spriggy Schools before any funds are returned to you.

If a debit balance still remains on the Schools account after 7 years from the termination date, Spriggy Schools may transfer the balance to the Commonwealth Government as "unclaimed money". You have the right to claim the money that is held with the Commonwealth Government. Please refer to ASIC's website at www.asic.gov.au for more details.

Termination shall not release either party from any existing obligations or from any liabilities for any antecedent breach of any of the terms of these Terms and will not relieve you of any obligations you may owe to Spriggy Schools in accordance with these Terms prior to termination.

Rights under these Terms can only be waived by a party in writing, such waiver not to affect the waiving party's rights or entitlements in respect of subsequent breaches. Failure to compel performance shall not be construed as a waiver.

11. Use of payment services providers

You may provide instructions via the App for top-up debits to be made using the Payment Service Providers using an Australian issued Visa or Mastercard debit or credit card or other accepted method from time to time, so that the funds can be loaded onto your Schools balance.

The Payment Service Provider acts as a direct debit service provider for Spriggy Schools and will act on the instructions you provide in the App. By providing these instructions, you:

- a. warrant that you are an authorised signatory to the nominated payment method; and
- b. agree that the use of the Payment Service Provider is subject to any terms and conditions that may be imposed by that Payment Service Provider from time to time.

You are responsible for the instructions you provide on the App. It may take up to 2-3 business days for the funds to be received in your Schools balance (it's usually faster than this, but Spriggy Schools is not responsible for delays in crediting the funds to your Schools balance).

You are liable for any fees or charges that may be imposed by the provider of your payment method. You should make sure that you have sufficient funds in your nominated payment method. Any failed attempts to debit your nominated payment method may result in a dishonour fee from the provider of the payment method (such as your bank, this is not charged by Spriggy Schools). You are liable for these fees or charges.

You may update or change your nominated payment method at any time via the App.

12. Contacting us and complaints

If you have any feedback, questions or concerns in relation to these Terms or the Sites or any services provided by Spriggy Schools, please contact our customer support team at:

Spriggy Schools

App: via the Help function

Email: hello@spriggyschools.com.au

Post: Level 1, 66 King Street, Sydney NSW 2000

We'll acknowledge your complaint within 1 working day and aim to resolve your complaint within 30 days.

13. Unauthorised Transactions

An unauthorised transaction occurs when a transaction is carried out using your Schools account without your consent. You must follow the security requirements in section 7a) and 7b). If you don't and this contributes to Unauthorised Transactions occurring, you may be liable for those transactions.

To the extent permitted by law, we will not be liable for Goods supplied as a result of the use of your Schools account. You must take up any complaints or concerns directly with the Facility Provider. Any refund is a matter between you and the Facility Provider.

You must contact us immediately if you believe an Unauthorised Transaction has taken place so that we can investigate.

You are not liable for loss arising from an Unauthorised Transaction that occurs after you inform us that your Schools account has been misused or the security of your log-in or Schools has been breached. If you unreasonably delay in informing us of this, you may be liable for any Unauthorised Transactions that result.

14. Dispute Resolution

Client complaints will be managed in line with Spriggy Schools' dispute resolution policy and procedures, if you have a complaint please reach out to us using the contact details in these Terms.

You acknowledge and agree that any dispute or complaint you have with a Facility Provider relating to any Transactions is to be handled separately and directly with the Facility Provider, and, to the extent permitted by law, Spriggy Schools (and its officers, representatives and agents) shall not be in any way liable for any claims, loss or damage, whether direct, indirect or consequential (unless caused by Spriggy Schools' mistake, fraud, negligence or wilful misconduct) in relation to any such disputes or complaints.

15. Third party links and materials

There may be links to other sites within the Sites. While we reasonably believe that these third parties are reliable sources of information, we cannot guarantee that this information will always be accurate, up-to-date or complete. You agree that:

- a. those links are provided for information only and may not remain current or be maintained;
- b. we are not responsible for the content or privacy practices associated with linked sites and have no control over those sites; and
- c. those links are not an endorsement, approval or recommendation by us of the owners or operators of linked sites, or of any information, graphics, materials, products or services referred to or contained on linked sites.

You acknowledge any third-party materials appearing on a Site including blog posts or articles provided by others are not necessarily controlled or monitored by us and the views expressed are not necessarily ours.

Third party websites are not subject to our Privacy Policy. We suggest that you read the privacy policy relevant to a third party website that you may access through the Sites.

16. Copyright and Intellectual Property Notices

Copyright and trademark notices

Unless expressed to the contrary all copyright, trademarks and other intellectual property rights contained in a Site and the materials appearing on it are owned or licensed by us and may not be reproduced, stored, adapted, uploaded to a third party system or used without our prior written consent. None of our trademarks, registered or otherwise, may be used without our prior, specific, written permission.

A Site may also contain trademarks of our affiliates or third parties including advertisers, sponsors and customers. The use or misuse of these trademarks, unless expressly authorised, is prohibited. Our use of a trademark on a Site is not intended to indicate any association with, or endorsement by, the owner of that trademark.

We own or control, and reserve, all rights

Unless otherwise indicated, all rights, including copyright, in the content and compilation of the web pages and online images including text, graphics, logos, button icons, video images, audio clips and software comprising the Site are owned or controlled, and are reserved, by us.

This does not apply to the software in the Sites which is provided by third parties to us subject to open source software licences (**Open Source Software**). The Open Source Software is licensed to you on the terms of the applicable open source software licence. Please see the 'Settings' screen of the App for a copy of those licences.

Brand Marks

Apple, the Apple logo, Apple Pay and App Store are trademarks of Apple Inc., registered in the U.S. and other countries and regions.

Google, Google Play and the Google and Google Play logos are trademarks of Google LLC.

17. Financial Claims Scheme

The Financial Claims Scheme (FCS) is an Australian Government scheme that provides protection to deposit-holders with Australian incorporated banks, building societies and credit unions (known as authorised deposit-taking institutions or ADIs), and general insurance policyholders and claimants, in the event that one of these financial institutions fails. It provides depositors with a guaranteed protection, up to a cap. For more information on the FCS, refer to www.fcs.gov.au.

You should be aware that the FCS does not apply to the Spriggy Schools Product. Spriggy Schools is not an ADI. The Spriggy Schools Product is not a bank account.

If Spriggy Schools fails, your Schools balance will not be protected by the FCS, and you may lose all or part of the balance.

18. Changes to these Terms

We may make changes to these Terms. Updates to the Terms that we reasonably consider are not materially adverse to you may be made without notifying you but by updating the version of the Terms that is available at www.spriggyschools.com.au/terms and the changes will take effect from the date the updated version is posted on the website. This includes that we may increase our fees or introduce new fees without notice to you, but only if the fee increase or new fee will not apply to you.

The Terms available at www.spriggyschools.com.au/terms will be the latest version and will be available at no cost to view. You may also request a paper or electronic copy free of charge by contacting us.

Where we make changes to these Terms which may be materially adverse to you, or will result in an increase to a fee that is payable by you, we will provide at least 30 days' prior notice of the change or variation. You can terminate this agreement at any time, including if you wish to terminate as a result of any change or variation that Spriggy Schools makes to these Terms that is materially adverse to you, in accordance with section B.10.

19. Miscellaneous

Assignment and transfers

You may not assign or otherwise transfer your rights or obligations under these Terms without our prior written consent.

Spriggy Schools may assign or otherwise transfer its rights or obligations under these Terms

without your prior consent to any of its affiliates or any third party. Where Spriggy Schools assigns or otherwise transfers its rights or obligations under these Terms, we will provide you with reasonable notice. If you do not agree to this, you can terminate this agreement in accordance with section B.10 of these Terms. If you do not terminate or you otherwise continue to use the Sites after 30 days following our notice to you, you will be deemed to have accepted the assignment or transfer.

Applicable law

The Sites, excluding any linked third-party sites, are controlled by us from Australia.

These Terms are governed by the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of that State.

Unenforceable terms

If any of these Terms are found by a court to be invalid or unenforceable, they may be severed and the invalidity or unenforceability will not affect the validity or enforceability of the remaining Terms.

No offers where illegality arises

Nothing on the Sites constitute an offer to provide goods or services in any jurisdiction if doing so would contravene the laws of that jurisdiction.

Sites or content may be unlawful outside Australia

If you access the Sites from outside Australia, you do so at your own risk and accept responsibility for ensuring or confirming compliance with all laws that apply to you because of that access or any consequent transactions or dealings with us.

Notices

You consent to receive communications and notices in relation to Schools, the Sites and these Terms electronically (including via the App, by email or by post). Any notice or document may be given by Spriggy Schools sending it to your last known email or postal address. If the notice or document is sent to your last known postal address, it is taken to have been received on the date it would have been delivered in the ordinary course of the post.

If you want a hard copy of these Terms, please contact us.

The parties agree to the electronic recording by either party of telephone or internet conversations between the parties with or without an automatic tone warning device, and the use of such recordings as evidence by either party in any dispute or anticipated dispute between the parties or relating to dealings between the parties.

20. Privacy

In order to provide you with access to the Sites and the Services, Spriggy Schools may need to collect personal information about you and/or your child. If you do not provide the requested information or agree to the handling by us of your personal information in accordance with our Privacy Policy, we may be unable to provide the Sites to you.

Any personal information that we collect in connection with your access to the Sites, Services or otherwise will be dealt with in accordance with our Privacy Policy which is available at www.spriggyschools.com.au/terms.

You agree that all information provided to Spriggy Schools is true, accurate and up-to-date at all times. Any changes must be advised to Spriggy Schools as soon as practicable.

Spriggy Schools reserves the right to collect such information as is necessary from you to meet any obligations under applicable anti money laundering laws and regulations. Spriggy Schools may pass on information collected from you and relating to Transactions as required by applicable anti money laundering laws and regulations and is under no obligation to inform you that it has done so. Spriggy Schools may undertake all such anti money laundering checks in relation to you as deemed reasonably necessary or appropriate by Spriggy Schools, and reserves the right to take any action with regard thereto with no liability whatsoever.

You agree that we may collect and use technical data and related information, including but not limited to technical information about:

- a. your smartphone and other hardware devices; or
- b. your systems and other application software,

to facilitate the provision of software and other updates to the Site.

In accordance with the Privacy Act 1988 (Cth), we must comply with the Australian Privacy Principles. You have the right to lodge a complaint if you believe we have breached the Australian Privacy Principles. For details on how you may complain about a breach and how Spriggy deals with complaints, please refer to our Privacy Policy available at www.spriggyschools.com.au/terms.

If you would like a copy of our Privacy Policy to be sent to you, please contact us through the Spriggy Schools Website.

Definitions and Interpretation

“App” means the iOS, Android and/or Webapp application(s) operated by Spriggy Schools to provide the Spriggy Schools Product, which may be used (among other things) by Clients and Authorised Persons to place an order of Goods from the Facility Provider, as updated or amended from time to time.

“Authorised Person” means a family member who is authorised by the Client to access the Schools account and issue instructions on behalf of the Client.

“Client” means the individual who applies and registers for the Spriggy Schools Product.

“Facility Provider” means an entity from whom Goods can be purchased via the Services (such as a school canteen entity).

“Fees” means the fees payable for operating the Spriggy Schools Product and utilising the Services.

“Goods” means the food, drinks, event orders and other items supplied from time to time by a Facility Provider.

“Payment Services Provider” means the third-party service providers that will process transfers from the nominated Mastercard and Visa payment processing facilities, as available via the App. These may include IntegraPay Pty Ltd (ABN 63 135 196 397), PayPal Australia Pty Limited (ABN 93 111 195 389) and Stripe Payments Australia Pty Ltd (ABN 66 160 180 343) or any other third-party provider that provides these payment processing facilities from time to time.

“Services” means the App services operated by Spriggy Schools for the online ordering of Goods from the Facility Provider.

“Sites” has the meaning given in the “Important Information” section at Section A of this document.

“Spriggy Schools Product” means the product provided by Spriggy Schools for use by the Client, involving the provision of the Services, which is restricted by secure login credentials, username and password, PINs or other methods to ensure only authorised access to utilise Spriggy Schools’ products and services.

“Terms” means these terms and conditions which are viewable at www.spriggyschools.com.au/terms.

“Transaction” means a purchase of Goods using the Spriggy Schools Product by the Client or an Authorised Person.

“Unauthorised Transaction” means a Transaction that is made using the Schools account by a person other than the Client or an Authorised Person, who does not have authority to make the Transaction.

“Website” means the Spriggy Schools website operated by Spriggy Schools, which is accessible at www.spriggyschools.com.au.

“We” or “our” or “us” means Spriggy Schools.

“You” or “your” means the Client.

In these Terms, unless otherwise indicated:

- one gender includes the other;
- the singular includes the plural and the plural includes the singular;
- a party named in these Terms includes the party’s executors, administrators, successors and permitted assigns;
- money is referring to Australian Dollars unless otherwise stated;
- “including” and similar expressions are not words of limitation;
- where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;
- headings and any table of contents or index are for convenience only and do not form part of these Terms or affect its interpretation;
- if an act must be done on a specified day which is not a Business Day, it must be done on the next Business Day;
- if a party consists of more than 1 person, the terms and conditions set out in these Terms bind each of them separately and 2 or more of them jointly and severally;
- an obligation, representation or warranty in favour of more than 1 person is for the benefit of them separately and jointly.