

# TERMS & CONDITIONS

These terms apply to all membership / supplier pin or finder pin provided to any person (“**Customer**”) by AMA Empire Pty Ltd T/A youpin property a subsidiary (“**YOUPIN**”). **Customer** includes an advertiser on whose behalf supplier pin or finder pin is placed and any media company or agency that arranges the supplier pin or finder pin for its clients.

## 1. Publication of supplier pin or finder pin

1.1 Subject to these Terms, in providing a supplier pin or finder pin to a Customer (“**supplier pin or finder pin**”), YOUPIN will use its reasonable endeavours to publish the supplier pin or finder pin in the format and in the position agreed with the Customer. “**supplier pin or finder pin**” includes images submitted for publication and content or information relating to published advertisements.

1.2 Customer grants YOUPIN a worldwide, royalty-free, non-exclusive, irrevocable licence to publish the supplier pin or finder pin in any form or medium, including print, online or other. Customer warrants that it is authorised to grant YOUPIN the licence in this clause 1.

## 2. Right to Refuse supplier pin or finder pin

2.1 Neither these Terms nor any written or verbal quotation by YOUPIN represents an agreement to publish a supplier pin or finder pin. An agreement will only be formed between YOUPIN and Customer when YOUPIN accepts the supplier pin or finder pin.

2.2 YOUPIN reserves the right to refuse or withdraw from publication any supplier pin or finder pin at any time that, in the opinion of YOUPIN, is illegal, defamatory, offensive, obscene and/or contrary to the business interest, goodwill and/or reputation of YOUPIN or any of its customers or vendors or is likely to infringe on the rights of third parties (even if the supplier pin or finder pin has previously been published by YOUPIN).

### 3. Right to vary Format, Placement or Distribution

3.1 YOUPIN will use reasonable efforts to publish supplier pin or finder pin in the format and in the position requested by the Customer. However, YOUPIN reserves the right to vary the placement of a supplier pin or finder pin.

3.2 Except in accordance with clause 12, YOUPIN will not be liable for any loss or damage incurred by a Customer arising from YOUPIN's failure to publish supplier pin or finder pin in the format and position requested by the Customer.

### 4. Submission of a supplier pin or finder pin

4.1 Customer warrants to YOUPIN that the publication of the supplier pin or finder pin does not breach or infringe:

- the *Competition and Consumer Act* (Cth) or equivalent State legislation;
- any copyright, trade mark, obligation of confidentiality or other personal or proprietary right;
- any law of defamation, obscenity or contempt of any court, tribunal or royal commission;
- State or Commonwealth privacy legislation or anti-discrimination legislation;
- any financial services law as defined in the *Corporations Act 2001* (Cth); or
- any other law or applicable code (including any common law, statute, delegated legislation, rule or ordinance of the Commonwealth, or a State or Territory).

4.2 Customer warrants that if a supplier pin or finder pin contains the name or photographic or pictorial representation of any living person and/or any copy by which any living person can be identified, the Customer has obtained the authority of that person to make use of his/her name or representation or the copy.

4.3 A supplier pin or finder pin containing contact details for the Customer must contain the full name and street address of the Customer. Post office box and email addresses alone are insufficient.

4.4 Customer must not resell supplier pin or finder pin space to any third party without YOUPIN's consent.

4.5 If a supplier pin or finder pin promotes a competition or trade promotion, Customer warrants it has obtained all relevant permits and indemnifies YOUPIN against any loss in connection with the supplier pin or finder pin.

4.6 YOUPIN is not liable for loss or damage from an internet or telecommunications failure.

4.7 Customer acknowledges that YOUPIN may at its discretion include additional features or inclusions such as third party advertisements within online classified supplier pin or finder pin.

## **5. Errors**

5.1 YOUPIN does not accept responsibility for any errors submitted by the Customer or its agent.

## **6. In App Purchase Rates and GST**

6.1 The Customer must pay for a details of a supplier pin, unless otherwise agreed, at the fee advertised on the app. Rates may be varied at any time by YOUPIN without notice. Customer must pay GST at the time it pays for a supplier pin.

## **7. Payment**

7.1 The Customer must pre-pay for all in app purchases.

7.2 Customer must pay the full price for in app credits even if there is an error in the a supplier pin or finder pin, unless the error was YOUPIN's fault.

7.3 A written statement of debt signed by an authorised employee of YOUPIN is evidence of the amount owed by the Customer to YOUPIN.

## **8. Liability**

8.1 Each of the parties excludes all implied conditions and warranties from these terms, except any condition or warranty (such as conditions and warranties implied by the *Competition and Consumer Act 2010* and equivalent State acts) which cannot by law be excluded (“**Non-excludable Condition**”).

8.2 Each of the parties limits its liability for:

1. a) breach of any Non-excludable Condition (to the extent such liability can be limited); and
2. b) for any breach of contract caused by or contributed by a party, in the case of YOUPIN, to the re-supply of the supplier pin or finder pin if reasonably possible or payment of the cost of re-supply to Customer and in the case of Customer, the amount paid for the supplier pin or finder pin.

8.3 Subject to clauses 12.1, neither party will, in any circumstances, be liable to the other for any indirect or consequential losses, loss of profits, loss of revenue or loss of business opportunity.

8.4 Subject to clause 12.2, the Customer indemnifies YOUPIN and its officers, employees, contractors and agents (the “Indemnified”) against any costs, expenses, losses, damages and liability suffered or incurred by the Indemnified arising from the Customer’s breach of these Terms and any negligent or unlawful act or omission of the Customer in connection with the supplier pin or finder pin.

## 9. Privacy

9.1 YOUPIN collects a Customer’s personal information to provide the supplier pin or finder pin to the Customer. YOUPIN may disclose this personal information to its related bodies corporate, and other third parties as part of provision of the supplier pin or finder pin.

9.2 YOUPIN provides some published supplier pin or finder pin to third party service providers. Where such pin or finder pin contains personal information, Customer consents to the disclosure of their personal information in the supplier pin or finder pin to third parties and to the personal information being republished by a third party. And to being contacted by

9.3 Customers may gain access to their personal information by writing to the Privacy Officer at [privacy@youpinproperty.com.au](mailto:privacy@youpinproperty.com.au). YOUPIN’s privacy policy is at <https://www.youpinproperty.com/privacy-policy/>.

## 10. Confidentiality

10.1 Each party will treat as confidential, and will procure that its a supplier pin or finder pin agents, other agents, and contractors (“**Agents**”) treat as confidential and will not disclose, unless disclosure is required by law:

- a) the terms of this Agreement (including terms relating to volumes and pricing);
- b) information generated for the performance of this Agreement
- c) any other information that ought in good faith to be treated as confidential given the circumstances of disclosure or the nature of the information; and
- d) any information derived wholly or partly for any information referred to in (a) to (c) above.

10.2 Each party agrees to take all reasonable precautions to prevent any unauthorised use, disclosure, publication or dissemination of the confidential information by or on behalf of itself or any third party.

## 11. General

11.1 These Terms, with any other written agreement, represent the entire agreement of the Customer and AMA Empire Pty Ltd T/A youpin property. They can only be varied in writing by an authorised officer of YOUPIN. No document issued by the Customer will vary these Terms.

11.2 YOUPIN will not be liable for any delay or failure to publish a supplier pin or finder pin caused by a factor outside YOUPIN’s reasonable control (including but not limited to any act of God, war, breakdown of plant, industrial dispute, electricity failure, governmental or legal restraint).

11.3 YOUPIN may serve notice on Customer by post or fax to the last known address of the Customer.

11.4 These Terms are governed by the laws of the State in which the applicable YOUPIN company billing for the supplier pin or finder pin is located and each party submits to the non-exclusive jurisdiction of that State.