
YOPP PTY LTD

TERMS AND CONDITIONS

TERMS AND CONDITIONS OF USE

1. About the Application

- 1.1. Please read these terms and conditions (the **Terms**) carefully before using our website, <https://yopp.com.au> (**Website**), or our mobile application (collectively the **Application**). The Application is operated by YOPP Pty Ltd (ACN 645 889 569) (**YOPP**). Access to and use of the Application, or any of its associated services, is provided by YOPP.
- 1.2. The Application is a mobile and web based marketplace that allows Users of the Application to facilitate connection with other Users so that a User has an opportunity to browse other Users Profiles through the Application in order to join other Users in Activities (the **Services**).
- 1.3. YOPP reserves the right to review and change any of the Terms by updating this page at its sole discretion. If YOPP updates the Terms, it will use reasonable endeavours to provide you with notice of updates of the Terms. Any changes to the Terms take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of the Terms for your records. The access and use of the Application by you after YOPP makes any changes constitutes the acceptance of any such changes and you will be bound by those changes. If you do not agree to any changes, you must cease usage of the Application and any of its associated products or Services immediately.

2. Acceptance of the Terms

- 2.1. By using and/or browsing the Application, this signifies that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Application, or any of our Services, immediately.
 - 2.2. You may also accept the Terms by clicking 'I Accept' or 'I Agree' to the Terms where this option is made available to you by YOPP in the user interface of the Application.
 - 2.3. These Terms are the agreement between you and YOPP, where the main user is under the age of consent (**Child**) you as the legal guardian for the Child:
 - (a) warrant that you have the authority to act on behalf of your Child;
 - (b) have the necessary consent from your Child to sign up to the Application on their behalf;
 - (c) undertake that you have informed your Child of their obligations under these Terms; and
 - (d) you, and to the greatest extent possible where permitted by law, your Child are liable under these Terms.
 - 2.4. You may not access the Application or use the Services and may not accept the Terms if:
 - (e) you are below the age of 13 years old; or
 - (f) you are a person barred from receiving the Services under the laws of Australia or other countries including the country in which you are a resident in or from which you use the Services.
1. By accepting these Terms, you warrant that you have familiarised yourself with, and agree to be bound by the Terms, and the Privacy Policy found at <https://yopp.com.au> (the **Privacy Policy**). If you do not agree to the Terms or the Privacy Policy, you must cease usage of the Application and any of its associated products or Services immediately.

2. YOPP recommends that you regularly check these Terms for any material changes and to keep a copy of the Terms for your records.

3. Definitions

- 3.1. **Activity** means the activity that a User is seeking a partner to take part in.
- 3.2. **Objectionable Behaviour** includes, but is not limited to, any behaviour that is unlawful, sexual, harassing, threatening, abusive, violent, discriminatory, intimidating, predatory, or the sending of Objectionable Content via direct message to other Users, or that otherwise would disrupt others' enjoyment of the Application.
- 3.3. **Objectionable Content** means any content relating to escort or adult services; nudity or pornography; alcohol and the purchase of alcohol; asking for or offering money; advertising of a business or self promotion; terrorism or promoting terrorist groups; real-estate, animals, event tickets, gift vouchers, prescription medication or illegal substances and tobacco products.
- 3.4. **Profile** means a User profile created by the User on the Application and available for other Users to view and engage in accordance with these terms and conditions.
- 3.5. **User** means you as the user of the application or any other user of the Application, dependent upon how the term applies in the context.

4. Registration

- 4.1. In order to access the Services, you are required to register with the Application by creating an account. As part of the registration process, or as part of your continued use of the Services, you may be required to provide personal information about yourself, including the following:
 - (a) your name;
 - (b) your email address;
 - (c) your age;
 - (d) your residential address;
 - (e) your phone number;
 - (f) your geolocation;
 - (g) a preferred username; and
 - (h) a preferred password.
- 4.2. You acknowledge and agree that:
 - (a) providing false and misleading personal information is grounds for immediate termination of your account or banning you from the Application without notice;
 - (b) by supplying YOPP with your email address and phone number, you may receive regular emails, newsletters, telephone calls or SMS updates from YOPP in order to keep you informed about YOPP's activities. If you do not wish to receive updates from YOPP, you may contact YOPP at info@yopp.com or click 'Unsubscribe' at the bottom of the email;

- (c) any personal and registration information you provide to YOPP will always be accurate, correct and up to date. If at any time the personal information you have provided to YOPP changes, you must update it immediately; and
- (d) YOPP is only providing you the Services, and does not participate in any transaction between the Users.

5. The Services

5.1. By YOPP offering its Services to you, you acknowledge and agree that:

- (a) YOPP may receive a commission, benefit, or fee from third parties in relation to the provision of the Services to you;
- (b) YOPP does not, at any time, provide any guarantees whatsoever, whether express or implied, with respect to the success of the Service;
- (c) you shall remain solely responsible for assessing the implications and risks of using the Services; and
- (d) these Terms do not create a relationship of employment, trust, joint venture, agency, partnership or other relationship of a fiduciary nature between the parties.

5.2. You acknowledge and agree that YOPP has entered into these Terms in reliance on the acknowledgements, representations and warranties given by you in these Terms.

6. Your obligations as a User

6.1. As a User, you acknowledge and agree with the following:

- (a) to comply with the Terms;
- (b) use the Application and the Services only for purposes that are permitted by:
 - (i) the Terms;
 - (ii) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions where you use this Application;
- (c) you have the sole responsibility for protecting the confidentiality of your password and/or email address and you will not disclose to any third party the password used to access your account. You agree to immediately notify YOPP of any unauthorised use of your password or email address or any breach of security of which you have become aware. Use of your password by any other person may result in the immediate cancellation of the Services. Any use of your registration information by any other person, or third parties, is strictly prohibited;
- (d) access and use of the Application is limited, non-transferable and allows for the sole use of the Application by you for the purposes of YOPP providing the Services and only for the duration that you are a User;
- (e) that you are personally liable for the account, even if you are acting on behalf of a third party or your Child;
- (f) to not disclose to any third party the password used to access your account. If you discover that a third party has accessed your account or knows your account password, you must immediately notify YOPP in writing at info@yopp.com.au;

- (g) that you are solely responsible for the activity that occurs under your account, including but not limited to any direct messages you send, or your Profile;
- (h) you must not:
 - (i) create a Profile that is illegal in the jurisdiction where you use the Application;
 - (ii) create a Profile that contains any Activity, photographs or description concerning or containing Objectionable Content;
 - (iii) post anything to the Application which is not related to an Activity or that contains Objectionable Content;
 - (iv) expressly or impliedly impersonate another User or use the account or password of another User at any time;
 - (v) use the Services or Application for any illegal and/or unauthorised use which includes collecting email addresses of Users by electronic or other means for the purpose of sending unsolicited email or unauthorised framing of or linking to the Application;
 - (vi) provide false information including false names, age, gender, addresses and contact details;
 - (vii) use the Application unlawfully or in a manner that violates any applicable laws, regulations or these Terms;
 - (viii) hack into any part of the Application or attempt to circumvent YOPP's security, systems, infrastructure or network to access data not intended for you;
 - (ix) interfere with the servers or networks connected to the Application or the Services, or violate any of the procedures, policies or regulations of networks connected to the Application or the Services;
 - (x) engage in conduct or access the Application in a way that will impose an unreasonable or large burden of traffic demands on YOPP's infrastructure or to generate leads;
 - (xi) introduce or transmit files that contain a virus, malware, "spam", "chain letters" promotional materials, or "junk mail";
 - (xii) upload or post content to the Application which is false, misleading, defamatory or contains sexually explicit material, references or innuendos;
 - (xiii) act in a way that constitutes an Objectionable Behaviour;
 - (xiv) use the Application or Services in connection with any commercial endeavours except those that are specified or approved by the Terms;
 - (xv) use the Application or Services for any illegal and/or unauthorised use which includes collecting email addresses of other Users by electronic or other means for the purpose of sending unsolicited communication or unauthorised framing of or linking to the Application;
 - (xvi) create derivative works of the Application or an application substantially similar or a direct copy of the Application such that confusion may occur as to which Application is operated by YOPP;

- (xvii) resell or export the software associated with the Application or any of the videos uploaded on the Application; and
- (xviii) automate the use of the Application; and
- (i) you agree that commercial advertisements, affiliate links, and other forms of solicitation may be removed from the Application without notice and may result in termination of the Services. Appropriate legal action will be taken by YOPP for any illegal or unauthorised use of the Application.

7. Using the Application as a User

7.1. YOPP offers a platform that provides the User with an opportunity to:

- (a) view and browse other User's Profiles, including viewing their names, their age, the Activity and photographs;
- (b) create a Profile to connect with other Users for an Activity;
- (c) respond to Profiles in order to participate in a particular Activity with another User; and
- (d) report and block other User's if they engage in Objectionable Behaviour or upload, post or transmit to you Objectionable Content or create a Profile that contains Objectionable Content.

7.2. Completion of an Activity will be supplied by and organised between the Users. Only User's meeting your search criteria will be presented to Users on the Application.

7.3. To report another User for any Objectionable Behaviour and/or Objectionable Content, you may click the 'Report' button located in the Application, and complete the online form.

7.4. To block another User for any Objectionable Behaviour and/or Objectionable Content, you may click the 'Block' button located in the Application.

7.5. If you access or download YOPP's Application from:

- (a) the Apple App Store, you agree to Apple's Licensed Application End User License Agreement and any Usage Rules set forth in the App Store Terms of Service;
- (b) the Google Play Store, you agree to the relevant Android, Google Inc. Terms and Conditions, including the Google Apps Terms of Service; or
- (c) any other platform that YOPP uses as the point of access or download for the Application.

7.6. You acknowledge and agree:

- (a) that by responding to a Profile for an Activity, you are making an offer to participate in that Activity with that User, and, if accepted, entering into an agreement to participate in that Activity from that User, not YOPP;
- (b) that YOPP only offers the Services and is in no way responsible for any Activity, verifying that a User is suitable for the Activity or the Users participation in the Activity;
- (c) participation in the Activity will be provided once it is accepted and agreed upon between the Users;
- (d) you will be responsible for the provision of the Activity;

- (e) that YOPP is not responsible for the information provided by a User regarding their Profile;
- (f) that YOPP does not tolerate any Objectionable Behaviour made towards another User, and as such, YOPP reserves its right, at any time and without prior notice, to remove or disable your access to the Application at YOPP's discretion and for any reason, including but not limited to, if YOPP believes that you have caused any abusive, threatening, sexist or racist comments or actions, or other Objectionable Behaviour made towards another User;
- (g) that YOPP moderates and filters any content that you upload, post or transmit on the Application, including but not limited to, text and images, and as such, YOPP reserves its right, at any time and without prior notice, to remove or disable your access to the Application at YOPP's discretion if YOPP believes that you have uploaded or posted any Objectionable Content and remove the Objectionable Content from the Application;
- (h) that if a report is made against you concerning Objectionable Content, YOPP will investigate and review the report and the content and may remove your access to the Application and the Objectionable Content within 24 hours of the report being made if YOPP finds that the content uploaded, posted or transmitted breaches these Terms or is deemed to be Objectionable Content; and
- (i) to communicate with other Users respectfully and professionally.

8. Creating a Profile

- 8.1. To create a Profile on the Application, the User must select the Activity (more than one if applicable) that they are seeking another User to participate in, provide an accurate biography that includes a description of the Activity, their age, their skill level, their location, and a photograph.
- 8.2. When creating a Profile, the User acknowledges and agrees that:
 - (a) the Profile will be of a professional standard and will not violate any applicable laws;
 - (b) the Profile and any content on the Profile does not infringe any intellectual property rights or other rights under the applicable law;
 - (c) you have any required permissions or authorisations to create the Profile onto the Application;
 - (d) any text, photos and information uploaded or posted onto the Application in relation to the Profile is accurate, current and correct to the best of your knowledge; and
 - (e) you are responsible for immediately removing your Profile if the Profile breaches any relevant laws or upon YOPP's request.
- 8.3. You acknowledge and agree that YOPP reserves the right, at any time and without prior notice, to remove the Profile from or disable your access to the Application at YOPP's sole discretion without notice and for any reason, including, but not limited to, if YOPP finds that:
 - (a) the Profile is misleading or false;
 - (b) the Profile is offensive;
 - (c) the Profile is abusive, threatening, or discriminatory;
 - (d) the Profile violates these Terms;
 - (e) the Profile is harmful or damaging to the Application, the Services, and the Users;

- (f) the Profile contains Objectionable Content;
- (g) the Profile has been reported by other User's to contain Objectionable Content;
- (h) YOPP is required to by law, or requested to by law enforcement; or
- (i) a claim is made that the Profile violates the intellectual property rights of a third party.

9. The Activity

9.1. Provision of the Activity will be organised directly between the Users. The delivery method of an Activity is at the Users' sole discretion.

9.2. Each User will use best efforts to ensure that any Activity is conducted at the time agreed upon between the Users.

9.3. To prevent any issues from arising, you must ensure that:

(a) all information (such as the User's address, name and contact details) provided are accurate and complete; and

(b) all information pertaining to the Activity is accurate and complete.

9.4. You acknowledge and agree that you are responsible for:

(a) providing your own equipment (if necessary) when participating in the Activity;

(b) any costs relating to the Activity, including, but not limited to, costs relating to purchasing, maintaining and/or repairing equipment, and entry fees to venues; and

(c) transportation to the agreed upon location.

9.5. The User is responsible for any instruction provided to the other User regarding the delivery, time, place and method in relation to the Activity, and YOPP will not be responsible for any fine or infringement resulting therefrom.

- 9.6. Any dispute arising between the Users will be directly handled between those Parties. You acknowledge and agree that YOPP is not responsible for any conflict resolution between Users and is merely responsible for removing a User's access to the Application and removing a Profile.
- 9.7. When responding to a Profile and/or accepting to participate in an Activity through the Application, the User agrees that it will not be compensated with anything of value, including money or goods.
- 9.8. The User acknowledges and agrees:
- (a) that by creating a Profile, the User will have the ability to interact with other Users on the Application and may participate in any Activity which the parties agree to participate in; not YOPP; and
 - (b) that YOPP only offers the Services and is in no way responsible for participating in the Activity.

10. Subscription Fee

- 10.1. You acknowledge and agree that by accessing and using the Application, you may be required to pay a fee, periodically (as stipulated by YOPP) (the **Fee**) that is equal to the published price of the relevant subscription plan (if any) at the time. YOPP will charge the Fee to your nominated payment method each month. The User is responsible for ensuring that it always has a valid payment method on file in YOPP's billing system, and that there are adequate funds in the YOPP's linked account to honour the payment of the Fee. All Fees are final. YOPP can provide a refund of the Fee in its sole and absolute discretion.
- 10.2. In the event you elect to pay the Fee by way of direct debit and/or credit card and there is a chargeback by your credit provider, YOPP may suspend or terminate the Services immediately. You will be charged the then current YOPP administration fee, available on the Application, plus GST (**Administration Fee**), and you agree to pay 2% plus the Cash Rate Target set by the Reserve Bank of Australia (the **Interest**) on amounts, which remain unpaid after thirty (30) days from the date of the tax invoice. Upon payment of the Administration Fee and Interest in accordance with the Terms, YOPP may reinstate the Services to you.
- 10.3. You acknowledge and agree that where a request for the payment of the Fee is returned or denied, for whatever reason, by your financial institution or is unpaid by you for any other reason, then you are liable for any costs, including banking fees and charges, associated with the Fee.
- 10.4. YOPP reserves the right to terminate or suspend your access to the Services in the event that you fail to pay any payment pursuant to the Services.

11. Complaints, Cancellation and Rescheduling

- 11.1. Any complaint, cancellation or rescheduling in relation to an Activity will be organised directly between the relevant Users. The handling of a complaint, a cancellation or the rescheduling of an Activity is at the User's sole discretion. If a complaint is made to YOPP regarding an Activity, then YOPP will refer the complaint to the User.

12. Copyright and Intellectual Property

- 12.1. The Application, the Services and all of the related products of YOPP are subject to copyright. The material on the Application is protected under copyright laws and through international treaties. Unless otherwise indicated, all rights (including copyright) in the site content and compilation of the Application (including text, graphics, logos, button icons, video images, audio clips and software) (the **Content**) are owned or controlled for these purposes, and are reserved by YOPP or its licensors.

- 12.2. YOPP retains all rights, title and interest in and to the Application and all related Content. Nothing you do on or in relation to the Application will transfer to you:
- (a) the business name, trading name, domain name, logo, trademark, industrial design, patent, registered design or copyright of YOPP; or
 - (b) the right to use or exploit a business name, trading name, domain name, logo, trademark or industrial design; or
 - (c) a system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a system or process).
- 12.3. Subject to clause 12.2, you retain all rights, title and interest (including copyrights, patents and trade marks) in the content uploaded in the Profile and any of its other content uploaded to the Application (the **Uploaded Content**). You grant to YOPP a non-exclusive, transferable, royalty-free licence to use your Uploaded Content, trade marks and business name for marketing and promotional purposes via the Application, social media and any other medium YOPP deems fit. YOPP will own any results, methodologies, data or meta data, including any analyses, index results, or reports, which is either contained within, gleaned through, derived from, captured by, or generated by your use of the Services or the Uploaded Content (**Derivative Materials**).
- 12.4. You acknowledge and agree that YOPP exclusively and unconditionally owns the Moral Rights in all the Derivative Materials, materials and documents relating to the Products or Services.
- 12.5. You acknowledge and agree that to the extent that you have Moral Rights in any of the Content, Derivative Materials, materials, and documents relating to the Terms, you will provide a Moral Rights Consent to YOPP.
- 12.6. You may read and copy the Content to the extent necessary to use the Services, but you may not publish, resell or sub-licence it. YOPP makes no guarantees, representations or warranties about the accuracy or correctness of any of the information on YOPP.
- 12.7. For purposes of clause 12.8, the term “**Marks**” will mean the trademarks, service marks, trade names, copyrights, logos, slogans and other identifying symbols and indicia of the applicable party.
- 12.8. Subject to these Terms, you hereby grant to YOPP and its affiliates for no consideration, a limited, non-exclusive and non-transferable license to use your Marks, on a royalty-free basis, for the sole purpose of performing the promotional activities as set forth in media or promotional guidelines (if any). All goodwill related to the use of any Marks shall inure to the benefit of the owner of such Marks.
- 12.9. You may not, without the prior written permission of YOPP and the permission of any other relevant rights owners: broadcast, republish, upload to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Content or third party content for any purpose.

13. Privacy

YOPP takes your privacy seriously and any information provided through your use of the Application and/or the Services are subject to the Privacy Policy at <https://yopp.com.au>.

14. General Disclaimer

- 14.1. You acknowledge and agree that YOPP does not make any terms, guarantees, warranties, representations or conditions whatsoever regarding any Activity other than provided for pursuant to these Terms.

- 14.2. YOPP does not warrant or represent that any Activity and Profile listed on the Application is free from error or omission or that they have been accurately described.
- 14.3. YOPP does not provide any guarantees as to the quality of the Activity, the Profile or the Application.
- 14.4. You acknowledge and agree that due to the nature of the Services, YOPP will use its best endeavours to verify Users, and filter any Profiles, text, and images uploaded and posted onto the Application, however, YOPP does not guarantee or represent that all Users are verified and that you will not encounter any Objectionable Content. The User is responsible for assessing other User's and their suitability prior to agreeing to participate in an Activity.
- 14.5. Nothing in these Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.
- 14.6. Subject to this clause, and to the extent permitted by law:
- (a) all terms, guarantees, warranties, representations or conditions which are not expressly stated in these Terms are excluded; and
 - (b) YOPP will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Services or these Terms (including as a result of not being able to use the Services or the late supply of the Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.
- 14.7. Use of the Application, the Services, and any of the products of YOPP is at your own risk. Everything on the Application, the Services, and the products of YOPP, are provided to you on an "as is" and "as available" basis, without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors, third party content providers or licensors of YOPP make any express or implied representation or warranty about its Content or any products or Services (including the products or Activity's of YOPP) referred to on the Application. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:
- (a) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;
 - (b) the accuracy, suitability or currency of any information on the Application, the Service, or any of its Content related products (including third party material and advertisements on the Application);
 - (c) costs incurred as a result of you using the Application, the Services or any of the Activity's;
 - (d) the Content or operation in respect to links which are provided for the User's convenience;
 - (e) any failure to complete a transaction, or any loss arising from e-commerce transacted on the Application; or
 - (f) any defamatory, threatening, offensive or unlawful conduct of third parties or publication of any materials relating to or constituting such conduct.

15. Competitors

- 15.1. If you are in the business of providing similar Services as YOPP, for the purpose of providing them for a commercial gain, then you are a competitor of YOPP. Competitors are not permitted to use or access any information or content on the Application. If you breach this clause, YOPP will hold you responsible for any loss that YOPP may sustain and hold you accountable for all profits that you might make from such a breach.

16. Limitation of Liability

- 16.1. All Parties' total liability arising out of or in connection with the Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the most recent Fee paid by you under these Terms, or where you have not paid the Fee, then the total liability of YOPP is the resupply of the Services to you.
- 16.2. You expressly understand and agree that the Parties to these Terms, and their affiliates, employees, agents, contributors, third party content providers and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.
- 16.3. YOPP is not responsible or liable for, including loss of profit, in any manner for:
- (a) any site content (including the Content and Third Party Content) posted on the Application or in connection with the Services, whether posted or caused by Users, by third parties or by any of the Services offered by YOPP;
 - (b) any loss, including loss of profit, for the provision of any Activity;
 - (c) any failure or delay due to matters reasonably beyond our control; or
 - (d) if a User does not attend the location to complete the Activity at the time arranged.
- 16.4. YOPP is not liable or responsible for any personal injury to or death of any User during the provision of the Activity.
- 16.5. YOPP does not control and is not responsible for:
- (a) the behaviours and actions of Users and accordingly, YOPP is not responsible for any offensive, inappropriate, obscene or unlawful actions that you may encounter when liaising with another User, or in connection with your use of the Services; or
 - (b) any Activity's or Profiles.

17. Termination of Contract

- 17.1. The Terms will continue to apply until terminated by either you or by YOPP as set out below.
- 17.2. If you want to terminate the Terms, you may do so by:
- (a) providing YOPP with a written notice at any time of your intention to terminate by writing to YOPP via the 'Contact Us' link on the Application's homepage; and
 - (b) closing your accounts for all of the Services which you use, where YOPP has made this option available to you.

- 17.3. Your elected termination will be effective upon receipt of the notice of your intention to terminate by YOPP. Notwithstanding the aforementioned, YOPP reserves the right to pursue you in relation to any obligations accrued prior to the date of termination.
- 17.4. YOPP may at any time, terminate the Terms with you if:
- (a) you have breached any provision of the Terms or intend to breach any provision;
 - (b) YOPP is required to do so by law;
 - (c) the partner with whom YOPP offered the Services to you has terminated its relationship with YOPP or ceased to offer the Services to you;
 - (d) YOPP is transitioning to no longer providing the Services to Users in the country in which you are resident or from which you use the service; or
 - (e) the provision of the Services to you by YOPP is, in the opinion of YOPP, no longer commercially viable.
- 17.5. Subject to local applicable laws, YOPP reserves the right to discontinue or cancel your use of and access to the Application at any time and may suspend or deny, in its sole discretion, your access to all or any portion of the Application or the Services without notice if you breach any provision of the Terms or any applicable law or if your conduct impacts YOPP's name or reputation or violates the rights of those of another party.
- 17.6. When the Terms come to an end, all of the legal rights, obligations and liabilities that you and YOPP have benefited from, been subject to (or which have accrued over time whilst the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of this clause shall continue to apply to such rights, obligations and liabilities indefinitely.

18. Indemnity

- 18.1. You agree to indemnify YOPP, its affiliates, employees, agents, contributors, third party content providers and licensors from and against all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with your use of the Application and/or Services, including, but not limited to:
- (a) any misuse of the Application or Services by you, including and without limitation, any dishonest, inaccurate, incomplete, fraudulent, negligent, wrongful, unlawful, or criminal act or omission by you;
 - (b) your breach of the Terms, including any misuse of the Content;
 - (c) any interaction between the Users, including but not limited to an Activity, participating in an Activity, or a Profile; or
 - (d) any activity which you engage in on the Application or through YOPP, including uploading or posting information.
- 18.2. This indemnity will survive termination of the Terms.

19. Force Majeure

- 19.1. **Force Majeure Event** means a cause beyond a Party's reasonable control such as acts of God, regulation or other acts of civil or military authority, a change in laws, fires, riots, protests, embargoes, floods, or any communicable diseases, quarantine restrictions, delays in transportation, inability to obtain necessary labour, materials, or manufacturing facilities, or telecommunication or utility failure or outage.
- 19.2. No Party to the Terms will be liable to any other Party for any loss or damages resulting from the delay or failure to perform as required by any provisions of the Terms that result from or are related to a Force Majeure Event.

20. Dispute Resolution

- 20.1. If a dispute arises out of or relates to the Terms, any parties may not commence any Tribunal or Court proceedings in relation to the dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sought):
- (a) A party to the Terms claiming a dispute (**Dispute**) has arisen under the Terms, must give written notice to the other party detailing the nature of the dispute, the desired outcome and the action required to settle the Dispute.
 - (b) On receipt of that notice (**Notice**) by that other party, the parties to the Terms (the **Dispute Parties**) must within seven (7) days of the Notice endeavour in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree.
 - (c) If for any reason whatsoever, twenty-one (21) days after the date of the Notice, the Dispute has not been resolved, the Dispute Parties are prohibited from instituting legal proceedings concerning the subject matter of the dispute, controversy or claim arising out of, relating to or in connection with these Terms, including any question regarding its existence, validity or termination, will be resolved by arbitration in accordance with the ICC Rules of Arbitration (or any rules which supersede these rules). The seat of arbitration shall be Perth, Australia. The language of the arbitration shall be English. The number of arbitrators shall be one. This clause may be used as a bar to legal proceedings issued in any Court in any country which has ratified the Convention on the Recognition and Enforcement of Foreign Arbitral Awards 1958.
 - (d) All communications concerning negotiations made by the Dispute Parties arising out of and in connection with this dispute resolution clause are confidential and to the extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.

21. Venue and Jurisdiction

- 21.1. In the event of any dispute arising out of or in relation to the Application, you agree that the exclusive venue for resolving any dispute shall be in the courts of Western Australia, Australia.

22. Governing Law

- 22.1. The Terms are governed by the laws of Western Australia, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of Western Australia, Australia, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

23. Independent Legal Advice

Both parties confirm and declare that the provisions of the Terms are fair and reasonable and both parties having taken the opportunity to obtain independent legal advice and declare the Terms are not against public policy on the grounds of inequality or bargaining power or general grounds of restraint of trade.

24. Entire Agreement

These Terms and any terms referenced or linked herein constitute the entire agreement between the parties concerning the subject matter of the agreement and supersede all previous communications, representations, inducements, undertakings, agreements or arrangements between the parties.

25. Severance

If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed and the rest of the Terms shall remain in force.

26. Waiver

- 26.1. A waiver of any right, power or remedy under these Terms must be in writing signed by the party granting it.
- 26.2. A waiver is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.
- 26.3. The fact that a party fails to do, or delays in doing, something the party is entitled to do under these Terms does not amount to a waiver.

27. Assignment

- 27.1. You may not assign your rights or delegate your duties under these Terms or any additional terms without our prior written consent.
- 27.2. A purported assignment without written consent will be deemed to be void and convey no rights.
- 27.3. YOPP may assign its rights or delegate its duties under these Terms or any additional terms without our prior written consent.

28. Contact

If you wish to notify us about anything relating to these Terms, please contact us at info@yopp.com.au.