

## TERMS AND CONDITIONS

Highlighted points to ensure the safety of your baggage:

- In case of any loss or damage to your bags, your luggage is guaranteed by a third-party insurance company and covered up to and including a maximum of \$\$, including the value of the bag/suitcase. Insurance are only applicable for payment of service done directly to Bagation using the app, payment of cash directly to the shop is strictly prohibited.
- Bag Handlers may undertake bag check prior to accepting your bags as a security measure, if you refuse to allow shop staff to check your bags your booking may be cancelled.
- It is strongly advised for you not to store your jewelry, cash or similar valuables items in your luggage during storage. Terms of Use for a list of items, which are not covered by Bagation, in the event of any loss or damage to your baggage.
- Payment will be processed once you drop off your luggage at the local shop. Any unused booking will automatically be canceled free of charge.
- Your luggage is safe with us. Bagation has advised the bag handlers with the safety procedures in order to ensure the safety of your belongings. Only certified local shops guaranteed by Bagation are available through our service.
- Bagation highly recommends for you to Security Seal your bags and sign with your own signature for your peace of mind. This makes the security seal one of a kind and cannot be duplicated.
- Bagation offers storage of all standard types of luggage. However, please be aware that the shop has the right to ask you to open your luggage to make sure that no forbidden belongings are stored in your luggage.
- Please stay updated with the shop's opening-hours and look out for the pop up notification as given to you after booking. Please return for pick-up in what is considered reasonable time to both collect and check any baggage before closing time of the shop to avoid any penalties.
- In the event that your bags become unclaimed for more than 72 hours after the booking is expired, the store owner can exercise its discretion to dispose, confiscate or report to police of the unclaimed bags.
- You are obligated to reimburse the store owner for any costs associated with the removal, disposal of your unclaimed bags up to the maximum sum of \$1000.

## TERMS OF USE

The website [www.bagation.com](http://www.bagation.com) and the iOS App (jointly called the “Software”) are provided by \*\*\*\*\*("us", "we" or "our" for short, and "you" and "your" means you as the user of our Software). You can find our contact details at the end of these Terms of Use.

These Terms of Use govern your use of the Software. However, certain features of the Software are governed by separate, specific terms and conditions (see below), and not by these Terms of Use. They are as follows:

1. If you choose to submit a location review using the "Review" functionality on the Software, any personal information (such as your name or contact details) which you provide in the course of submitting a location review using this feature will also be subject to our review Privacy Policy. Please make sure you read and understand the Privacy Policy before using this feature.
2. If you make a luggage storage booking using the Software, then our Booking Terms and Conditions will apply. Those Booking Terms and Conditions set out important information about your rights and obligations regarding baggage deposit bookings made using the Software, and form a binding legal agreement between us.
3. If you are a business premise owner wishing to list your storage facilities on the Software, then our relationship with you will be subject to a separate Agreement. Please contact us at [jay@bagation.com](mailto:jay@bagation.com)
4. Promotions or prize give-aways on the Software from time to time may be subject to their own specific terms and conditions. Please look out for details of those terms and conditions when entering such promotions.
5. In addition, any personal information which you provide in the course of using the Software (such as your name, e-mail address, address and other contact details)

is governed by our Privacy Policy, which describes in detail how we may process your personal information.

6. It is possible to book storage via the app 24/7. Orders made outside the shop's opening hours can only be used the following day once the shop has opened. The individual shop's opening hours are listed on the app.
7. To reserve luggage storage, the customer must be over 18 years old and have a valid credit card.
8. Customers are permitted to drop off standard luggage for storage. Bagation will only accept Standard Luggage ("bags" or "luggage" means Bagation acceptable "Standard Luggage").
9. The following types of luggage are not considered as standard:
  - Jewellery
  - Cash
  - Weapons
  - Valuable documents
  - Life-saving medicine
  - Explosive items and substances
  - Flammable fluids etc.
  - Live animals
  - Perishable goods; including food etc.
  - Narcotics
  - Items that are illegal to possess according to Australian law.
  - Fragile items that are not suitable for storage with other luggage.
  - Items with significant sentimental value
  - Other items similar to Jewellery.

## **CHANGES AND AMENDMENTS**

These Bagation Store Terms and Conditions are subject to occasional revision and change. Bagation is entitled, upon a 30 days notice to the Store, to make any changes and amendments to these Bagation Store Terms and Conditions as Bagation deems appropriate. The notice may be sent to the Store by email to the email address provided at signup.

## **DISCLAIMER**

Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Bagation or by third-party providers, or because of other causes beyond Bagation's reasonable control, but Bagation will use reasonable efforts to provide advance notice by email of any scheduled service disruption. However, Bagation does not warrant that the services will be uninterrupted or error free; nor does it make any warranty as to the results that may be obtained from use of the services. The services are provided "as is" and Bagation disclaims all warranties. Express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement.

## **LIMITATION OF LIABILITY**

Notwithstanding anything to the contrary, except for bodily injury of a person. Bagation and its suppliers (including but not limited to all equipment and technology suppliers), officers, affiliates, representatives, agents, contractors and employees shall not be responsible or liable with respect to any subject matter of this agreement or the store's or a user's use of the services, or any terms and conditions related thereto, under any contract, negligence, strict liability or other theory: (A) For error or interruption of use of for loss or inaccuracy or corruption of Data or cost of procurement of substitute goods, services or technology or loss of business; (B) For any indirect, exemplary, incidental, special or consequential damages or for loss of profit or income; (C) For any matter beyond Bagation's reasonable control; or (D) For any amounts that, together with amounts associated with all other claims, exceed the commission paid by the store to Bagation for the services under this agreement.

## **ACCEPTANCE OF AGREEMENT**

By using the Software, you agree to these Terms of Use. If you have accessed the Software by logging in via a third party website (such as Facebook or Google+), then these Terms of Use shall apply to your use of this Software, to the exclusion of the terms of use governing those third party websites. However, please note that the terms governing the third party website may continue to apply to your continuing use of that site while using our Software (e.g., if functionality of this Software appears within or is framed by the third party site).

If you do not agree to these Terms of Use, you should not use the Software. You should read all the Terms of Use prior to using the Software. If needed, please feel free to save and/or print out a copy of these Terms of Use for future reference.

These Terms of Use, together with our Privacy Policy shall be collectively referred to as the "Agreement". This Agreement, together with the Booking Terms and Conditions (where applicable), constitute the entire agreement between you and us. If you are uncertain about any of its terms, email or write to us at the address set out at the end of these Terms of Use and we will try to respond to your query as soon as possible.

## **CHANGES TO THIS AGREEMENT**

We may from time to time make changes to the terms of this Agreement. Each time we make a change, we will update the date of these Terms of Use so that you can see when changes have been made. Any material changes will be posted on our Software and notified to you by means of a notice and links to the revised terms of the Agreement on our homepage, but please review these Terms of Use regularly to ensure you are aware of any changes made by us. If you use the Software after changes are notified to you in this way, you agree to such changes. If you do not agree to such changes, you should not use this Software.

## **ACCESSING OUR WEBSITE**

Use of our Software is permitted on a temporary basis and we reserve the right to withdraw or amend any or all of the Software without notice. We may suspend access to the Software periodically to carry out emergency or scheduled maintenance or for any other reason at any time. Access to our Software is dependent upon availability of the worldwide web and we accept no responsibility for the inability of you or the public generally to access our Software arising out of circumstances beyond our reasonable control.

We have the right to disable your access to our Software at any time if, in our opinion, you have failed to comply with any of the provisions of this Agreement, or with the terms of any other terms of use or policies that apply to services or features offered via the Software.

## **ACCEPTABLE USE**

When using the Software (including if you are adding content in relation to the listing or review of a baggage storage location), you agree to comply with these Terms of Use and with all applicable law. In particular, and unless expressly permitted by us in writing, you may not:

1. use our Software in an unlawful or fraudulent manner or for such purposes, to collect personally identifiable information, or to impersonate other users;
2. modify our copyright/trademark or other proprietary rights notices, or interfere with the security-related features of our Software;
3. use our Software in any way to manipulate or distort, or undermine the integrity and accuracy of, any reviews, descriptions, ratings or content or take any action to interfere with, damage, disrupt any part of our Software or the features or services offered on it;
4. use our Software to send, knowingly receive, upload/post, download, any material which does not comply with our content standards;
5. use our Software to transmit or facilitate the transmission of any unsolicited or unauthorised advertising or promotional material;
6. use our Software to transmit any data, or upload to our Software any data, that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;
7. decompile, reverse engineer or disassemble any portion of our Software;
8. use any robot, spider, other automatic device or manual process to monitor or copy our web pages or the content contained on our Software, or use network-monitoring software to determine architecture of or extract usage data from our Software; or

9. engage in any conduct that restricts or inhibits any other user from using or enjoying our Software.

You agree to fully cooperate with us to investigate any suspected or actual activity that is in breach of these Terms of Use.

We may now or in the future permit you to post, upload, transmit through or otherwise provide through our Software (collectively, "submit") messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information (e.g., your name, e-mail address, etc.) and other content (collectively "User Content"). For example, any comment, rating or review of a product or a merchant, or (if you are a business premise owner) any details or description to be used in the listing of your business premise on the Software, that you post through our Software is your User Content.

You agree not to submit any User Content protected by copyright, trademark, patent, trade secret, moral right, or other intellectual property or proprietary right without the express permission of the owner of the respective right. You agree that your User Content:

1. will be accurate (where facts are stated), reflect opinions genuinely held by you, and comply with all applicable laws;
2. will be truthful, non-misleading and non-deceptive;
3. will not contain any material which is tortious (e.g., defames or invades the privacy of any person, etc.), obscene, offensive, hateful or inflammatory;
4. will not promote sexually explicit material or violence, or promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
5. does not breach any legal duty you owe to a third party, such as a contractual duty or a duty of confidence;
6. will not be threatening, abuse or invade another's privacy, or provided with an intent to harass, upset or embarrass any other person;
7. will not be provided with an intent to impersonate any person, to misrepresent your identity or affiliation with any person, or to falsely give the impression that your User Content comes from someone else;
8. will not advocate, promote or assist any unlawful act (e.g., criminal acts, copyright infringement, computer misuse, etc.); and

9. will comply with any other applicable terms or conditions.

We may monitor, edit or remove any User Content for violation of the letter or spirit of these terms, or for any other lawful reason. However, we have no obligation to look for, edit or remove any User Content for any reason including, without limitation, violation of these terms.

## **USER CONTENT LICENCE**

We do not claim ownership to your User Content. However, by submitting User Content, you grant, or warrant that the owner has expressly granted, to us a worldwide, royalty-free, perpetual, irrevocable, non-exclusive, fully sublicensable and transferable right and license to use, reproduce, distribute, create derivative works based upon (e.g., translations, etc.), publicly display/perform, transmit and publish the User Content (in whole or in part) as we, in our sole discretion, deem appropriate in connection with our business and operations. Notwithstanding the foregoing, you waive any and all claims you may now or later have in any jurisdiction to so-called "moral rights" or rights of "droit moral" with respect to the User Content.

## **RELIANCE ON INFORMATION POSTED**

Commentary, baggage facilities descriptions, reviews and other materials posted on our Software are not intended as advice and should not be relied upon. Reviews of baggage deposit facilities which appear on this Software are posted by other users of the Software, and while we make efforts to monitor the content of those reviews, we cannot guarantee that they will be accurate or otherwise comply with these Terms of Use. Reviews are the opinion of the relevant individual reviewer only and not of \*\*\*\*\* or any of our affiliates, business partners, directors or employees, and accordingly, we take no responsibility for the accuracy, objectivity or content of such reviews.

If you have any concerns regarding the content of any review(s) on this Software, please contact us using the addresses given at the end of these Terms of Use.



To the fullest extent permissible by law, we disclaim all liability and responsibility arising from any reliance placed on such information and all terms, representations, conditions or warranties that might otherwise be implied in this Agreement are hereby excluded.

## **THE COMPANY**

Bagation App

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Bagation provides luggage storage for travellers on behalf of independent shops via the specially developed Bagation App.

## **BOOKING STORAGE ON THE APP**

Only shops listed on Bagation App will be visible on the App API. The customer states an estimated timeframe for drop-off and collection of luggage and is therefore personally responsible for staying updated with the shop's opening hours.

The money is only deducted from the payment card once the luggage has been dropped off at the shop. The customer are liable to extend booking if they are running late. If exceed booking hours there will be surcharge. Payment information is not stored by Bagation. Bagation use Braintree (Paypal) payment gateway to process payments.

Payment information used when ordering cannot be changed while the luggage is stored. If the customer wishes to change the payment details, the customer needs to use any new payment details for any future payments from the app.

Payment details are on the app booking history.

The estimated amount showed before any order is made, is based on the customers filled in information. The price deducted from any card payment will reflect the actual drop off time and pick up time. The price for this will be shown on the App.

## **TYPE OF LUGGAGE**

Bagation offers storage of all standard types of luggage. However, please be aware that the shop has the right to ask you to open your luggage to make sure that no forbidden belongings are stored in your luggage.

All valuable items must be placed in an area in the luggage that can be locked off by the customer. We provide a security seal for your luggage, please sign on the label to ensure it is authenticity. \*\*\*\*\*AT ADDITIONAL CHARGE?\*\*\*\*\*

Damage or loss of the items covered in (types of luggage) are not covered by Bagation or the shop, and are therefore the customer's own responsibility.

Bagation and the shop have the right to refuse storing luggage that contains non standard luggage items.

Should Bagation or the shop become aware that any luggage stored contains the items listed in "non standard types of luggage" depending on the nature of the item, they are entitled to destroy or remove the item, hand it over to the police or other authority, ensure suitable storage at the customer's cost or in any other way take the necessary action for the relevant items.

Actions taken following the above shall be without any liability to Bagation or the shop and at the customer's expense, in the event the action has led to costs for Bagation or the shop.

## **RISK OF LUGGAGE**

"Standard Luggage" is insured and covered up to and including a maximum of \$\$. When the luggage has been dropped off at the shop and the customer has received an electronic receipt numbers, the risk of damage to the luggage is held by the shop and Bagation.

Once the luggage has been collected from the shop and the customer has received a receipt for collection, the luggage is at the customer's risk.

## **CANCELLATION**

The consumer law in Australia applies to purchases via Bagation App.

Payment will be processed once you drop off your luggage at the local shop. Any unused booking will automatically be canceled free of charge.

The customer can withdraw from a storage agreement by collecting the luggage before the agreed time. Should luggage be collected before the agreed time, the customer pays a corresponding price for the storage.

## **COMPLAINTS, ERRORS AND DEFICIENCIES**

The Purchase Act applies to all sales via the App.

Bagation communicates the storage service between the customer and the individual shop. The shop is responsible for any damage to the luggage, theft of or from the luggage or loss as a result of late delivery of the luggage as a result of neglect from the shop's side.

Bagation is responsible for any damage to the luggage, theft of or from the luggage or loss as a result of late delivery of the luggage, which is not the result of neglect from the shop's side.

Upon collection of luggage from the shop, the customer is entitled to check for any visible signs of unauthorised access to the luggage during storage. If there are signs that the baggage has been accessed during storage, the customer must instantly complain to the shop, which then will inform Bagation.

Complaints about the shop should not be made to Bagation.

Complaints are sent to Bagation within a reasonable timeframe after the customer has discovered the fault.

Neither party is responsible for the other's loss caused by force majeure. Force majeure is taken to mean (but not limited to):

- Breakdown in/lack of access to IT systems or damage to data in these systems, which can lead to the terms below, regardless of whether it is Bagation or an external supplier operating the systems,
- Failure of power supply or telecommunications, legislative or administrative acts, natural disasters, war, riot, civil commotion, sabotage, terrorism or vandalism (including computer viruses and hacking);
- Strikes, lockouts, boycotts or picketing, regardless of whether the conflict is directed at or initiated by the lessor himself or lessor organisation and regardless of the conflict reason, or

- Other circumstances outside the Party's or shop's control

Parties' freedom from responsibility, does not apply if:

A party should have foreseen the conditions that caused the loss when the order for luggage storage was made, or could have avoided the reason for loss, or  
Legislation makes the party responsible for the conditions that led to the loss.

## **INCORRECT INFORMATION**

The individual shop is responsible for updating information about available capacity, opening hours etc. but reserves the right to make errors in this information.

If the customer discovers an error or incorrect information, the customer is encouraged to contact Bagation or the relevant shop.

Bagation cannot be held responsible if the luggage ordered cannot be dropped off as ordered, but Bagation will make all efforts and strive to refer to another Bagation shop suited the needs from the customer.

The customer does not pay for such faults and reservation and payment information is deleted.

## **PERSONAL DATA**

To order luggage storage via the App, the customer must provide information covered by the Personal Data Protection Act.

Bagation and shops register the customers' information in accordance with the at all times applicable Personal Data Protection legislation.

By contacting **\*\*\*\*\***, customers can find out which data Bagation and the shops keeps from the customer. The customer can object to a registration under the applicable rules of the Personal Data Protection Act.

For further information about cookies and personal data, see our privacy policy provided on the App.

## **EXCLUSIONS AND DISCLAIMERS**

To the fullest extent permissible by law, we exclude and disclaim all warranties, terms, conditions and representations that might otherwise be implied by law in relation to this Software and the Materials.

Nothing in this Agreement shall exclude our liability for:

1. death or personal injury arising through negligence;
2. fraudulent misrepresentation; and/or
3. anything else that cannot be excluded or limited by us under English law.

We shall not be liable under this Agreement for any indirect, special, incidental or consequential damages whether based on breach of contract, breach of warranty, tort (including negligence) or otherwise, even if advised of the possibility of such damages.

The Materials may contain inaccuracies and typographical errors. We do not warrant the accuracy or completeness of the Materials. Any reliance on any such opinion, advice, statement, or other information shall be at your sole risk. We reserve the right, in our sole discretion, to correct any errors or omissions in any portion of the Software and to make any changes to the features, functionality or content of the Software at any time. We reserve the right in our sole discretion to edit or delete any documents, information or other content on the Software.

We do not represent or warrant that the Software will be error-free, free of viruses or owner harmful components, or that defects will be corrected.

## **LEGAL COMPLIANCE AND APPLICABLE LAW**

You shall comply with all applicable laws and regulations in connection with your use of the Software and the Materials that appear on it.

Purchase of storage of luggage via the App is covered by Australian law. Any dispute that cannot be solved normally shall be decided in the Australian courts.