

1. General

1.1 The following Terms of Use and Service apply to the products and services provided by u snap Pty Ltd (ACN 623 085 834).

1.2 In this document, the words:

u snap, we, our and us refers to u snap Pty Ltd (ACN 623 085 834)

Service refer to <http://usnap.com.au> and the u snap Software Application.

Service Fee has the meaning given by clause 2.2

Subscription Fee has the meaning given by clause 2.1

1.3 This Terms of Use applies to and should be read in conjunction with the Privacy Policy (collectively, the 'Agreement'), which is available at <http://usnap.com.au>.

1.4 By using or accessing the Services, you ("**you**") agree to all the terms and conditions of the Agreement, and if you do not agree to all the terms and conditions of the Agreement you should not and are not permitted to use the Services

2. Payment

2.1 Use of and access to the Service may be subject to a subscription fee ("**Subscription Fee**"), which is payable monthly in advance.

2.2 Use of and access to the specific elements of the Service may be subject to a service fees ("**Service Fee**"), payable as described.

2.3 Fees are not refundable or partially refundable, except as required by law.

2.4 All payments received by u snap are processed through third party secure transaction service providers.

3. Privacy

3.1 Any information you provide to us, either intentionally or incidentally, via the Service is subject to our Privacy Policy, which governs our collection and use of your information. You agree that through your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information.

3.2 If you provide any information to us, either intentionally or incidentally about any other person through your use of the Services, including but not limited to medical or health information about that third party, you:

- (a) if that third party is a minor, agree that through your use of the Services you consent to the collection and use of this information; and
- (b) if that third party is a minor, give permission for that third party to consent to the collection and use of this information;
- (c) if that third party is not a minor, warrant that the third party has reviewed and consents to these Terms and Conditions; and
- (d) if that third party is not a minor, warrant to u snap that the third party has reviewed and consents to the Privacy Policy.

- 3.3 We collect personal information about you in order to process your registration and provide you with services and for purposes otherwise set out in our Privacy Policy.
- 3.4 We may disclose that information to third parties that help us deliver our services (including information technology suppliers, communication suppliers and our business partners) or as required by law. If you do not provide this information, we may not be able to provide all of our services and products to you.
- 3.5 We may also disclose your personal information to recipients that are located outside of your country.

4. Account Creation

- 4.1 In order to use the Service you may be required to provide or authorise us to access your personal details. In particular, you may be required to provide a real name, phone number, e-mail address and other requested information as indicated. You may be required to provide payment details that you represent and warrant are both valid and correct and you confirm that you are, or represent the person or entity referred to in the billing information provided.
- 4.2 All information provided to us must:
 - (a) be accurate and correct to the best of your knowledge; and
 - (b) not infringe on the rights of any third parties, including but not limited to, content that infringes on privacy rights or intellectual property rights, such as copyright and trademark rights.
- 4.3 Upon successful completion the sign up process, we will provide you with an account, accessible for you by a password of your choice.
- 4.4 You are responsible for keeping this user name and password secure and are responsible for all use and activity carried out under this account.
- 4.5 If you are under the age of 13 years, you may not create an account or register as a member. If you are 13 or older but under the age of 18, you represent that you have reviewed these Terms with your parent or legal guardian to make sure that you and your parent or legal guardian understand these Terms.
- 4.6 If you are a parent or guardian permitting a person under the age of 18 (a Minor) to create an account, you agree to:
 - (a) exercise supervision over the Minor's use of the Services and account;
 - (b) assume all risks associated with the Minor's use of the Services and their account, including the transmission of content or information to and from third parties via the Internet;
 - (c) ensure that the content and information that the Minor may encounter on the Services are suitable for the Minor;
 - (d) assume liabilities resulting from the Minor's use of the Services and their account;
 - (e) ensure the accuracy and truthfulness of all information submitted by the Minor; and
 - (f) provide the consents contained in these Terms on behalf of the Minor.

- 4.7 We may ask you to confirm that you have your parent's or guardian's permission and that they have agreed to these Terms on your behalf, and, even if we do not do this, we will assume that this is the case and will provide access to the Services and your account on this basis.

5. Limitations of Use

- 5.1 You may not do any of the following while accessing or using the Services:
- (a) access, tamper with, or use non-public areas of the Services, or the computer or delivery systems of u snap and/or its service providers;
 - (b) probe, scan, or test any system or network (particularly for vulnerabilities), or otherwise attempt to breach or circumvent any security or authentication measures;
 - (c) access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by u snap (and only pursuant to those terms and conditions), unless you have been specifically allowed to do so in a separate agreement with u snap;
 - (d) scrape the Services, and particularly scrape Content (as defined below) from the Services, without the express prior written consent of u snap;
 - (e) use the Services to send altered, deceptive, or false source-identifying information, including without limitation by forging TCP-IP packet headers or e-mail headers; or
 - (f) interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, by sending a virus to, spamming, or overloading the Services, or by scripted use of the Services in such a manner as to interfere with or create an undue burden on the Services.
 - (g) take any action that may undermine the feedback or ratings systems used on the Service.

6. Intellectual Property

- 6.1 Definitions:

Content means a creative expression and includes, without limitation, video, audio, photographs, images, illustrations, animations, logos, tools, written posts, replies, and comments, information, data, text, software, scripts, executable files, graphics, and interactive features, any of which may be generated, provided, or otherwise made accessible on or through the Service.

End User means any third party user of the Service who has been contacted by us on your behalf to use the Service, who has entered into the "End User Terms of Use" Agreement with us, and who's interaction with the Service arises directly out of this Agreement.

- 6.2 For Content uploaded by you, or given to us, for use on the Service, you grant us a non-exclusive, transferable, sub-licensable, royalty-free, perpetual worldwide license for its use.

- 6.3 For Content uploaded an End User to the Service, or given to us by an End User for use on the Service, we grant to you a non-exclusive, transferable, sub-licensable, royalty-free, perpetual worldwide license for its use.
- 6.4 The Service contains material which is owned by or licensed to u snap. This material includes, but is not limited to, the design, layout, look, appearance and graphics.
- 6.5 Reproduction of all Content that appears on the Service is prohibited, except where explicitly authorised by this Agreement.
- 6.6 All trademarks reproduced in the Service which are not the property of, or licensed to, the operator are acknowledged on the Service. u snap and/or third parties retain ownership of all intellectual property rights in all Content.
- 6.7 Unless otherwise indicated, all materials on the Service, and the website itself, are protected by copyrights, trademarks and/or other intellectual property rights. Except for the bona fide purpose of considering an invitation to treat from u snap or as otherwise permitted by law, this site or any portion of this site may not be reproduced, duplicated, copied, sold, re-sold or otherwise exploited for any commercial purpose that is not expressly permitted by u snap.
- 6.8 Any other use of materials on the Service, including reproduction for purpose other than your personal non-commercial use, modification, distribution or republication, without the prior express written permission of u snap is strictly prohibited.

7. Applicable Law and Jurisdiction

- 7.1 Your use of the Service is governed in all respects by the laws of the State of New South Wales, Australia. You agree to submit to the exclusive jurisdiction of the courts of New South Wales in relation to any legal proceeding directly or indirectly arising out of or relating to the Service (including but not limited to the purchase of u snap products).

8. Disclaimer

- 8.1 The information contained on the Service is for general information purposes only. The information is provided by u snap and while we endeavour to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the Service or the information, products, services, or related graphics contained on the Service for any purpose. Any reliance you place on such information is therefore strictly at your own risk.
- 8.2 u snap shall not be liable for any indirect or consequential damages and, in particular, shall accept no liability whatsoever for loss of income deriving from the purchase of u snap products from the Service.
- 8.3 The Service may contain links to other websites and software applications. u snap is not responsible for the availability of, or any content or material contained in, or obtained through, any such websites and software applications. Any link to another website, and reference to third-party information, products or services linked to The Service, is not, and should not be construed as, an express or implied endorsement by u snap. Any questions or comments relating to such other websites and software applications and software applications should be addressed to the operator or operators of those websites and software applications.

- 8.4 The Service may contain content, imagery, text and other media generated by users of the Service. We make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the Service or the information, products, services, or related graphics contained on the Service for any purpose. Any reliance you place on such information is therefore strictly at your own risk.
- 8.5 Every effort is made to ensure the efficient operation of the Service and Services and that the information contained within the Service is accurate at all times. However, u snap takes no responsibility, and will not be liable for the Service becoming temporarily unavailable in the instance of technical issues or any associated problems arising from technical or other associated issues beyond our control.
- 8.6 You release u snap and all related parties from all claims, demands and proceedings in tort, statute or in any other way arising out of my engagement of a health and/or beauty services provider, and indemnify u snap against all liability (including liability for negligence and the negligence of others) for all injury, loss or damage arising out of any engagement under this Agreement.

9. Termination

- 9.1 u snap may, in its absolute discretion and with immediate effect, terminate this Agreement and remove you from the Service.
- 9.2 u snap may, in its absolute discretion, refuse service to any person or entity.
- 9.3 u snap may, without notice to you and in Okendo's sole discretion issue you a warning, restrict your activities on the Service, temporarily suspend, indefinitely suspend or terminate your login and refuse to provide services to you if:
- (a) you have, or u snap believes that you have, breached this Agreement;
 - (b) u snap are unable to verify or authenticate any information you have provides via the Service;
 - (c) u snap believes that your actions may cause loss or damage to or otherwise unlawfully harm you, Okendo's users, third parties or u snap, related bodies corporate or affiliates and its directors, employees or agents; or
 - (d) if u snap reasonably believes that any of your information is incorrect, misleading, inappropriate or of an offensive nature.
- 9.4 We may refuse to process a payment if we believe there is a risk associated with it or if it breaches any law, statute, ordinance or regulation, or is may cause loss to us or our users.

10. Other Matters

- 10.1 If the whole or any part of any clause of this Agreement is illegal or unenforceable, it will be severed from this Agreement and will not affect the continued operation of the remaining provisions of this Agreement.
- 10.2 This Agreement:
- (a) accurately reflects the agreement between the parties as to its subject matter;

- (b) records the entire agreement between the parties with respect to the subject matter of the Agreement;
 - (c) supersedes all prior representations and agreements in connection with that subject matter; and
 - (d) may only be altered in writing signed by both parties.
- 10.3 The failure of u snap at any time to insist in performance of any obligation of you under this Agreement is not a waiver of its right:
 - (a) to insist on performance of, or claim damages for breach of, that obligation unless that party acknowledges in writing that the failure is a waiver; and
 - (b) at any other time to insist on performance of that or any other obligation of the other party under this Agreement.
- 10.4 This Agreement does not create a relationship of employment, agency or partnership between the parties.
- 10.5 This Agreement is governed by the laws and the Parties submit to the non exclusive jurisdiction, of the courts of New South Wales, Australia.

11. Promotions

- 11.1 The Service may be used to communicate with third parties, and on your instruction, such communications may include communications with respect to commercial offers, promotions, discounts and other incentives or offers to treat ("**Promotions**"). You acknowledge that such Promotions are made directly between you and any third parties, and:
 - (a) authorise u snap to do any and all things required to facilitate these Promotions, as instructed; and
 - (b) indemnify u snap against all liability and hold us harmless from any losses, including legal fees, that result from the Promotion.
- 11.2 For certain campaigns, promotions or contests, additional terms and conditions may apply. If you want to participate in such a campaign, promotion or contest, you need to agree to the relevant terms and conditions applicable to that campaign, promotion or contest. In case of any inconsistency between such terms and conditions and these Terms, those terms and conditions will prevail.