

*Spriggy* Schools

# Spriggy Schools Terms & Conditions

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## A. Important information

These Spriggy Schools Terms & Conditions are dated 30 November 2022.

Please read the information below and these Terms & Conditions carefully before accessing or using Schools, the Website and the App. Please contact us if you have any questions.

### ***Some important things you should know....***

The Schools product is offered by Spriggy Schools Pty Ltd ABN 48 650 445 819 ("Spriggy Schools," "we," "us," "our"). The 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.

The Terms & Conditions applicable to the Schools product offered by Spriggy Schools and the use and access of the Sites are attached hereto. However, please note the following:

- a. These Terms & Conditions may be unilaterally amended 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](http://www.spriggyschools.com.au). 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.
- b. The Schools product does not have an expiry date.
- c. See section B.13 below for details about when you may be held liable for Unauthorised Transactions or fraudulent access or use of your Schools account.  
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 Schools product, you agree to pay any related fees and charges to Spriggy Schools as set out in these Terms & Conditions.
- d. Balances and transaction history will be continuously available and accessible through the App provided in conjunction with the Schools account. Note that balances may not always be reflected correctly due to transactions still being processed, including disputes, processing errors or delays in transaction processing.
- e. The Financial Claims Scheme does not apply to any value held on the Client's Schools balance, see section B.17.
- f. 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. Details of our IDR procedures are available on [www.spriggyschools.com.au](http://www.spriggyschools.com.au).

Words defined in the Terms & Conditions have the same meaning when used in paragraphs 1 to 6 above. Please read the attached Terms & Conditions in full, and contact us if you have any questions. Please note that all information or any advice provided by Spriggy Schools on the Sites is always general in nature, and does not take into account the personal objectives, needs or circumstances of any person. Please ensure you obtain professional advice where appropriate before making any financial decision.

## B. Terms

### 1. General terms

The Client wishes to utilise the Schools product provided by Spriggy Schools including the Website, App and associated technology in accordance with the Client's instructions from time to time, and in accordance with the Terms & Conditions contained herein.

The following Terms & Conditions shall replace any prior or existing agreement between the

parties, or previously issued Terms & Conditions, and shall apply to any existing arrangements currently operating between the parties.

By applying for the Schools product and/or utilising the Schools product, the Client agrees to be bound by the following Terms & Conditions (as amended from time to time). For each Authorised Person, the Client agrees that they will provide the Authorised Person with a copy of these Terms & Conditions (and any updates Spriggy makes to the Terms & Conditions that are notified from time to time), and take reasonable steps to ensure that the Authorised Person understands the Terms & Conditions and agrees to abide by these Terms & Conditions. You acknowledge and agree that you are responsible for the Authorised Person's use of the Sites.

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

**2. Limitation of liability**

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, 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; Spriggy Schools also accepts no responsibility for any loss, damage, cost or expense (whether direct or indirect) incurred by you as a result of:

- a. your access, use, or inability to access or use, or any reliance on, the Sites or the Services;
- b. any third party content, products, services and/or information available on the Sites or the Services;
- c. any error, omission or misrepresentation in any information on the Sites or the Services;
- d. the Sites or the Services being unavailable or any functionality of the Sites or the Services being restricted or impaired; or
- e. 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:

- f. 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;
- g. 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 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 & Conditions 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 may contact us to discuss 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 & Conditions available at [www.spriggyschools.com.au/terms](http://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 & Conditions and when we will notify you of any such changes.

#### 4. Client Representations and Warranties

The Client represents and warrants to Spriggy Schools that:

- a. you have received, read, understood and accepted all of these Terms & Conditions 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 & Conditions;
- 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 & Conditions;
- d. in executing and giving effect to these Terms & Conditions, you do not and will not infringe any provision of any other document or agreement to which you are a party, nor any law or judgment/order binding upon you;
- e. 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;
- f. you will provide to Spriggy Schools on request such information regarding your identity, as Spriggy Schools may reasonably require;
- g. you shall protect the Schools account identification, password and any security questions/answers and any other confidential information relevant to the Service and your Schools account; and
- h. you understand and acknowledge that all money loaded by you to Spriggy Schools, 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. The Client acknowledges 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 the Client arising out of or in connection with the Goods or any Facility Provider.

- c. Any refunds agreed by the Client with the Facility Provider shall be credited to the Client's 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 the Client has 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 the Client, or an Authorised Person can operate the Client's Schools account with Spriggy Schools opened for the purposes of these Terms & Conditions.
- 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 any Client under any circumstances.
- d. Client 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, unless otherwise permitted at the sole discretion of Spriggy Schools.
- f. Client can purchase Goods from the Facility Provider using the Service whereby Client's Schools balance will be debited with the cost of the Goods via a payment from the Schools account.
- 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 acting reasonably to debit a Client's Schools balance to recover loss that is incurred directly as a result of a rejected payment or transfer, or other fees reasonably incurred as a result of the Client's breach of these Terms & Conditions.

## 7. Schools Operation/Protection

- a. The Client is obliged to keep all passwords secret and take reasonable steps to ensure that unauthorised third parties do not obtain access to the Client's 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 the sole responsibility of the Client to immediately report to Spriggy Schools, any security breaches or unauthorised access or use of the Client's Schools account at any time.
- c. The Client may authorise an Authorised Person to give instructions (via the agreed methods) on its behalf and Spriggy Schools is entitled to act upon instructions which are or appear to be from the Client or any Authorised Person.
- d. The following additional conditions apply to the appointment of an Authorised Person:
  - iii. as between Spriggy Schools and the Client:
    - a. any act or omission of or on behalf of an Authorised Person will be treated as an act or omission of the Client;
    - b. the Client agrees that they are responsible for all and any actions taken by the

Authorised Person; and

- c. to the extent relevant, the Client is responsible for ensuring that the Authorised Person complies with these Terms & Conditions to the same extent and in the same manner as the Client is required to do so;
  - iv. the Client accepts full responsibility for all and any actions taken by their child(ren) pursuant to the provision of the Services;
  - v. 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
  - vi. 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, Client herewith grants permission to Spriggy Schools to use photographs, provided by the Client or the relevant school, of the Client's 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

### 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 & Conditions. 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 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 re-use 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 (or has any unlawful or fraudulent effect), 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;
- restricts or inhibits any other user from using or enjoying the Site;
- 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.

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 to remove and delete any content you put on the Site.

#### **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 & Obligations**

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

In no circumstance will the Client earn interest on any value that is stored on the Client's Schools balance.

### **10. Suspension/Termination**

#### **Termination of your Schools account by you**

The Client can terminate their Schools account at any time by giving Spriggy Schools notice in writing, via the Sites.

#### **Termination of your Schools account by Spriggy Schools**

The Client acknowledges and agrees that Spriggy Schools may (acting reasonably) immediately suspend or terminate your Schools account and discontinue providing the Services to you without notice to you if:

- a. you breach any of the general prohibitions under section B.8;
- b. you materially breach any other provision of these Terms & Conditions;
- 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' agreement with the Facility Provider used by you is terminated; or
- k. any event occurs which has the effect or likely effect of making or declaring it unlawful or impracticable for Spriggy Schools to offer the Services or the Sites in accordance with these Terms & Conditions or applicable law.

### **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](http://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 & Conditions and will not relieve the Client of any obligations the Client may owe to Spriggy Schools in accordance with these Terms & Conditions prior to its termination.

Rights under these Terms & Conditions can only be waived 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 Sites 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 Sites. 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 Sites. 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 & Conditions or the Sites or any services provided by Spriggy Schools, please contact our customer support team at:

**Spriggy Schools**

**hello@spriggyschools.com.au**

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, which are available at [www.spriggyschools.com.au](http://www.spriggyschools.com.au).

Client agrees and acknowledges that any dispute or complaint the Client has with a Facility Provider 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).

## 15. Third party links and materials

There may be links to other sites within the Sites. You agree:

- 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.

## 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.

## 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](http://www.fcs.gov.au).

You should be aware that the FCS does not apply to the Schools product. Spriggy Schools is not an ADI.

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

## 18. Changes to these Terms

We may make changes to these Terms & Conditions. Updates to the Terms & Conditions that we reasonably consider are not materially adverse to you may be made without notifying you but by updating the version of the Terms & Conditions that is available at [www.spriggyschools.com.au/terms](http://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 & Conditions available at [www.spriggyschools.com.au/terms](http://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 & Conditions 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 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 & Conditions without our prior written consent.

Spriggy Schools may assign or otherwise transfer its rights or obligations under these Terms & Conditions without your prior consent to any of its affiliates or any third party.

### Applicable law

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

These Terms & Conditions 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 & Conditions 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 & Conditions.

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

The Client acknowledges and agrees that Spriggy Schools is permitted to carry out an electronic database search in order to verify the Client's identity. If such searches are carried out, Spriggy Schools may keep records of the contents and results of such searches in accordance with applicable laws.

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](http://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, which may be used (among other things) 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 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 Schools product and utilising the Services.

“Goods” means the food, drinks 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.

“Schools” means the product provided for use by the Client, 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.

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

“Sites” means the Website and the App.

“Spriggy Schools” means Spriggy Schools Pty Ltd (ABN 48 650 445 819).

“Transaction” means a purchase of Goods using the 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](http://www.spriggyschools.com.au).

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

“You” or “your” means the Client.

In these Terms & Conditions, 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 & Conditions 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 & Conditions 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 & Conditions 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.