

Platform Terms of Use

1. OUTLINE + PLATFORM

- 1.1 These Terms govern your use of and access to the Platform. By using the Platform, you agree to these Terms. If you do not agree to the Terms, you must not use the Platform.
- 1.2 ASPIRE is an online marketplace that allows users to offer, sell and buy waste solutions, products and services in a variety of pricing formats and locations.
- 1.3 ASPIRE operates as both a finder and facilitator seeking to match the needs of users with providers. the Platform is as a neutral facilitator and you acknowledge and agree that we are not directly involved in the transactions between users and providers. The actual contract for sale is directly between the user and provider.
- 1.4 We are not responsible for the accuracy and content of any listings, services and item offered.
- 1.5 We may change, vary or modify all or part of these Terms at any time at our sole discretion, in which case:
- 1.6 we will post the new Terms on the Platform; and
- 1.7 they will apply to your use of and access to the Platform through your acceptance of them by subsequent or continued use of the Platform.
- 1.8 It is your responsibility to check these Terms periodically for changes. If you object to any variation to these Terms, your only remedy is to immediately discontinue your use of the Platform.
- 1.9 By using the Platform, you affirm that you:
- 1.10 are 18 years or over; or
- 1.11 otherwise possess legal parental or guardian consent and have obtained the consent of the payment method provider for your purchase of our Goods and Services.
- 1.12 As long as you comply with these Terms, we grant you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Platform.

2. PRIVACY

- 2.1 The Privacy Policy can be found on the Platform and applies to your use of the Platform and the Services.
- 2.2 The Privacy Policy may be changed from time to time and is effective immediately upon posting such changes on the Platform.

3. ACCESS TO PLATFORM

- 3.1 Your access to the Platform may be suspended without notice in the case of system failure, maintenance or repair, or any reason beyond our control or simply because we wish to do so.
- 3.2 Except as expressly provided otherwise in the Terms, we reserve the right to change or discontinue any website, page, functionality, feature or service on the Platform at any time.
- 3.3 The Platform contains Content that is protected by our Intellectual Property Rights and those belonging to third parties.
- 3.4 Except as expressly provided otherwise in the Terms, you do not have any right, title or interest in or right of use of any Content on the Platform.

4. TERMS + CONDITIONS

- 4.1 The Terms and Conditions apply to purchases of Goods and Services and to the use of specific portions or features of the Platform.
- 4.2 You agree to abide by such Terms and Conditions.
- 4.3 Our obligations for the Services are governed solely by the Terms and Conditions. Nothing on the Platform alters such Terms Conditions.
- 4.4 The Goods and Services offered by us, and the applicable prices can be found on the Platform
- 4.5 The Terms and Conditions can be found on the Platform or as we otherwise indicate.

5. REGISTRATION OF USERS

- 5.1 To access or use certain parts of the Platform, you will be required to register as a user and open an account (including setting up an identification name and password) and agree to certain terms and conditions.
- 5.2 When registering as a user of the Platform, you must:
- 5.3 provide us with accurate, complete and up-to-date registration information, as requested;
- 5.4 provide us with a form of identification to verify your identity, if requested; and
- 5.5 inform us of any changes to your registration information.
- 5.6 When registering as a user of the Platform, you must not:
- 5.7 register as a user multiple times or more than once using one email address; or
- 5.8 impersonate or create a user registration for any person other than yourself.
- 5.9 As a registered user of the Platform, you must:
- 5.10 ensure the security and confidentiality of your user registration details, including any username and/or password that you select;
- 5.11 notify us immediately if you become aware of any unauthorised use of your user details; and
- 5.12 not permit your user details to be used by or transferred to any other person.
- 5.13 You are entirely responsible for all activities which occur under your user details as a result of your failure to keep your information secure and confidential (including unauthorised use of your credit card or other payment details).
- 5.14 We reserve the right to, in our sole discretion, suspend or terminate your use or access to all or any part of the Platform, including if we believe you:
- 5.15 are abusing the use of the Platform in any way;
- 5.16 have breached these Terms, including any provision of clause 6; or
- 5.17 are no longer an active user of the Platform.
- 5.18 If we suspend or terminate your use or access to all or any part of the Platform, we may, without limitation:
- 5.19 delete and/or remove or prevent further access to any or all of your Material; and

5.20 refuse to allow you future access to the Platform or use of our Services.

5.21 We reserve the right to validate your information at any time, including but not limited to validation against third party databases or the verification against one or more official government or legal documents that confirm your identity. You authorise us, directly or through third parties, to make any inquiries necessary to validate your identity and confirm your ownership of your email address or financial accounts, subject to applicable law.

6. USE OF THE PLATFORM

- 6.1 Some parts of the Platform allow users and third-party service providers to identify each other and connect to buy and sell goods and services online. In relation to these parts of the Platform you expressly acknowledge, agree and understand that:
- 6.2 we are not a party to any contracts between you and the third-party service providers;
- 6.3 we do not, in any way, supervise, direct, or control any third-party services;
- 6.4 we have no control over service providers or over the services promised or rendered by third party service providers;
- 6.5 we make no representations as to the reliability, capability, or qualifications of any third-party service providers or the quality, security or legality of any services; and
- 6.6 we will not be liable under any circumstance for you entering into any agreements with any third-party service providers.
- 6.7 Some of the essential features of the Platform may require the use of "location-based" services and technology. Your use of the Platform is your acknowledgement that that the location tracking features of your mobile device can be enabled at all times when you are using the Platform, however you may disable this function at any time. We expressly disclaim any liability for the failure of the Platform to perform as intended if such location tracking features have been disabled or fail to properly function on your mobile device.
- 6.8 You must not, without our prior written consent:
- 6.9 use the Platform in breach of any applicable laws or regulations;
- 6.10 use the Platform (or Content obtained from the Platform):
- a) to transmit (or authorise the transmission of) "junk mail", "chain letters", unsolicited emails, instant messaging, "spimming," "spamming" or large amounts of untargeted, unwanted or repetitive content, other than to share links to or content you generate by and through the Platform on those of your authorised social media platforms for the purposes of beneficially sharing your use of the Platform and the Services and promoting the Platform and the Services;
 - b) to impersonate any person or entity;

- c) to solicit money, passwords or personal information from any person;
- d) to harm, abuse, harass, stalk, threaten or otherwise offend others other than accessing user location data made available to you in the manner intended by the Platform; or
- e) for any unlawful purpose;

6.11 use the Platform to upload, post, transmit or otherwise make available (or attempt to upload, post, transmit or otherwise make available) any Material that, in our opinion:

- a) is not your original work or material in which you have all relevant Intellectual Property Rights, or which in any way violates or infringes (or could reasonably be expected to violate or infringe) the Intellectual Property Rights or other rights of another person;
- b) contains, promotes or provides information about unlawful activities or conduct;
- c) is, or could reasonably be expected to be, defamatory, obscene, offensive, threatening, abusive, vulgar, profane or otherwise unlawful, including Material that racially or religiously vilifies, contains cruelty or abuse (including to animals), incites violence or hatred, or is likely to offend, insult or humiliate others based on race, religion, ethnicity, gender, age, sexual orientation or any physical or mental disability;
- d) exploits another person in any manner;
- e) contains excessive violence or sexual acts;
- f) includes an image or personal information of another person or persons unless you have their consent;
- g) poses or creates a privacy or security risk to any person;
- h) you know or suspect (or ought reasonably to have known or suspected) to be false, misleading or deceptive;
- i) contains restricted or hidden content;
- j) contains viruses, or other computer codes, files or programs designed to interrupt, limit or destroy the functionality of other computer software or hardware;
- k) advertises, promotes or solicits any goods or services or commercial activities;
- l) contains financial, legal, medical or other professional advice;
- m) interferes with, disrupts, or creates an undue burden on the Platform or any systems, or networks connected to the Platform; or

- n) uses any deep-link, page-scrape, robot, spider or other automatic device, program, algorithm, or methodology or any similar process to retrieve, index, or in any way reproduce, modify or circumvent the navigational structure, security or presentation of the Platform or any Content on it;

6.12 copy, store, alter, reproduce, republish, upload, post, display, transmit or distribute any part of the Platform or Content to any other device, server, website or other medium for publication or for any commercial enterprise or use;

6.13 use the Platform with the assistance of any automated scripting tool or software;

6.14 frame or mirror any part of the Platform;

6.15 use code or other devices containing any reference to the Platform to direct other persons to any other web page;

6.16 attempt to gain unauthorised access to any portion or feature of the Platform, or any other systems or networks connected to the Platform or to any of our servers, or to any of the Services offered on or through the Platform, by hacking, password mining or any other illegitimate means;

6.17 probe, scan or test the vulnerability of the Platform or any network connected to the Platform, nor breach the security or authentication measures on the Platform or any network connected to the Platform;

6.18 reverse look-up, trace, or seek to trace any information on any other user of or visitor to the Platform to its source, or exploit the Platform or any service or information made available of offered through the Platform, in any way where the purpose is to reveal any information, as provided for by the Platform;

6.19 use any device, software or routine to interfere or attempt to interfere with the proper working of the Platform or any transaction being conducted on the Platform or with any other person's use of the Platform;

6.20 modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Platform or cause any other person to do so; or

6.21 delete any attributions or legal or proprietary notices on the Platform.

6.22 You may use Content and information on our Services purposely made available by us for access via from the Platform, provided that you, unless we provide our written consent otherwise:

6.23 do not remove any proprietary notice language in copies of such documents;

6.24 use such information only for your personal, non-commercial informational purpose and do not copy or post such information on any networked computer of broadcast it in any media; and

6.25 make no modifications to any such information.

6.26 You must, immediately upon our request or as we direct, remove, take down, modify and/or remedy and reference, post, share or upload you make on any other social media or internet-based platform that contains any Content in connection with the Platform or the Services.

7. MATERIAL OF USER

7.1 By uploading, transmitting, posting or otherwise making available any Material via the Platform (where permitted), you:

7.2 grant us a non-exclusive, worldwide, royalty-free, perpetual, licence to use, reproduce, edit and exploit the Material in any form and for any purpose;

7.3 except where expressly stated otherwise, also grant each user of the Platform a non-exclusive, worldwide, royalty-free, perpetual, licence to use, reproduce, edit and exploit the Material in any form for any purpose;

7.4 warrant to us that you have the right to grant the licence above; and

7.5 warrant to us that the Material does not breach these Terms.

7.6 We reserve the right (but have no obligation) to:

7.7 review, modify, reformat, reject or remove any Material which you upload, post, transmit or otherwise make available (or attempt to upload, post, transmit or otherwise make available) that, in our opinion, violates the Terms or otherwise has the potential to harm, endanger or violate the rights of any person; and

7.8 monitor use of the Platform, and store or disclose any information that we collect, including in order to investigate compliance with the Terms or for the purposes of any police investigation or governmental request.

7.9 Notwithstanding clause 7.2, you acknowledge that we have the right, but are not obliged, to:

7.10 review, moderate or monitor your use of the Platform; or

7.11 confirm whether any Material you upload using the Platform conforms with these Terms.

7.12 We are not responsible for, and accept no liability with respect to, any Material uploaded, posted, transmitted or otherwise made available on the Platform by any person other than us.

7.13 We will not be taken to have uploaded, posted, transmitted or otherwise made Material available on the Platform simply by facilitating others to post, transmit or make Material available, nor do we endorse any opinion, advice or statement made by any person other than us.

7.14 You are responsible for ensuring the accuracy and completeness of any Material or information you provide to us via the Platform or otherwise in order for us to provide our Services. We are not responsible or liable to you for any loss or damage due to, without limitation, you are providing us with inaccurate or incomplete information regarding the requested Services such as recipient identification or delivery information.

8. THIRD PARTY FEATURES

8.1 The Platform may feature or display links and pointers to websites, content and advertising owned and/or operated by third parties (**Third Party Features**). Third Party Features (if any) do not form part of the Platform and are not under our control. By featuring or displaying such Third Party Features we do not in any way represent that we recommend or endorse the relevant third party, its goods or services. We do not accept any responsibility in connection with any Third-Party Features. If you

engage with any such Third-Party Features, you do so entirely at your own risk.

8.2 The payment gateways integrated into the purchase process made available through this Platform are maintained or developed by third party service providers and are not maintained or developed by us. Your use of such services is subject to the terms and conditions of use maintained by such third parties and we are not responsible to you for your use of their payment gateway services. You acknowledge that we have no responsibility for and are liable in relation to any information provided to or via the payment gateway.

8.3 We do not accept any responsibility as a result of you linking to the Platform from any other website.

8.4 If you contact a person using functionality provided on the Platform, we do not accept any responsibility for any communications or transactions between you and the relevant person.

8.5 From time to time, we may promote, advertise, or sponsor functions, events, offers, competitions or other activities that may be conducted offline and may be conducted by third parties. You participate in any such activities entirely at your own risk. We do not accept any responsibility in connection with your participation in activities conducted by any third party. These communications and/or activities may be subject to separate terms and conditions and are conducted in accordance with the terms of the Privacy Policy.

9. CONTENT DISCLAIMER + ACKNOWLEDGEMENTS

9.1 You assume total responsibility for your use of the Platform and any linked independent third-party websites.

9.2 You acknowledge that:

9.3 we do not check the truth or currency of the material or information that providers provide or make available to you;

9.4 we do not control, endorse, approve or warrant to you the merchantability or fitness for any particular purpose of any of the goods or services of third parties (including providers) referred to on the Platform or whose identities become known to you as a result of using the Platform or otherwise;

9.5 we do not warrant to you that anything on the Platform or any third-party site referred to or connected via the platform is accurate, complete or up to date and we make no performance warranty whatsoever concerning anything on or implied from them;

9.6 you should satisfy yourself through your own enquiries as to the condition or suitability of any provider, provider services or any other goods and/or services supplied, offered by or recommended by on behalf of a provider. You agree to consult professionals for advice that is specifically tailored to your particular circumstances;

9.7 we do not offer professional advice on the fitness of any goods, services or information supplied by any third parties including providers;

9.8 we do not endorse or recommend any provider, goods or services, including where details of a provider are provided by us to you or otherwise become known using the platform;

9.9 we are not a party to any transactions between you as and any third party providers and you are responsible for paying any provider for any goods or services provided by the provider;

9.10 the User is responsible for completing all transactions it participates in; and

9.11 we will not be liable for any loss or damage whether directly or indirectly incurred by User or any third person as a result of any transaction entered into with a provider.

9.12 Except where expressly stated otherwise, Content on the Platform is provided as general information only. It is not intended as advice and must not be relied upon as such. You should make your own inquiries and take independent advice tailored to your specific circumstances prior to making any decisions.

9.13 You acknowledge and agree that:

9.14 transmissions on the internet are never completely private or secure and you understand that any message or information you send to or download from the Platform (where permitted) may be read or intercepted by others;

9.15 we are not responsible for, and accept no liability in relation to, any other users' use of, access to or conduct in connection with the Platform in any circumstance;

9.16 we cannot ensure that any images, files or other data you download, share or obtain from the Platform (if you are permitted to do so) will be free of viruses or contamination or destructive features;

9.17 the Platform and its Content is delivered on an as-is and as-available basis;

9.18 while we use reasonable endeavours to ensure that the Platform is available continuously, we do not make any representations or warranties that your access will be uninterrupted, timely, secure, error free, or that any defects will be corrected, or that your use of the Platform will provide specific results or benefits and we will not be liable for the same; and

9.19 your sole remedy against us for dissatisfaction with the Platform or any Content or Material is to stop using the Platform.

10. EXCLUSIONS + LIMITATIONS

10.1 All express or implied representations, conditions, statutory guarantees, warranties and provisions (whether based on statute, common law or otherwise), relating to these Terms, that are not contained in it, are excluded to the fullest extent permitted by law.

10.2 Any liability arising in relation to your use of the Platform, however arising and whether for consequential loss or otherwise, including any liability arising by virtue of any representation or warranty, whether express or implied by law, is hereby excluded to the fullest extent permitted by law.

10.3 No warranty is given and we will not be liable for:

10.4 alterations, modifications or variations to the Platform or Content which are not performed by us;

10.5 damage or failure caused by unusual or non-recommended use or application of the Platform or Content;

10.6 updates to the iOS, Android or other relevant mobile operating platform, the API environment for the relevant mobile operating platform or any other release of a version of any relevant software which renders features of the Platform unstable or unusable; and/or

10.7 loss caused by any factors beyond our control.

10.8 We will not be liable for any special, indirect, consequential or economic loss or damage or loss of profits (in contract or tort or arising from any other cause of action) suffered by you or any other person resulting from any act or omission by us.

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10.9 You assume full responsibility for any information transmitted via the Platform and for your personal safety at all times while using the Platform.

11. NOTICE OF INFRINGEMENT

11.1 If you think that the Platform has been accessed or used by another user in breach of the Terms, please email us at: info@aspimesme.com

11.2 If you wish to send us a copyright infringement notification, you must:

11.3 identify the Content or Material(s) that you believe infringe(s) your copyright;

11.4 identify each copyright protected work in which you own the rights and which you believe has been infringed;

11.5 identify how each copyright protected work has been or is being infringed; and

11.6 include your contact information.

12. GENERAL

12.1

12.2 **Lawful purpose:** You shall ensure that the Platform is used only for lawful purposes and in accordance with any applicable laws.

12.3 **Binding:** These Terms shall bind our successors, administrators and permitted assigns and your executors and permitted assigns, or, being a company, its successors, administrators and permitted assigns.

12.4 **Force Majeure:** If a Force Majeure Event occurs, we may:

12.5 totally or partially suspend any Platform, any part of the Platform during any period in which we may be prevented or hindered from delivering by our normal means of supply or delivery due to that Force Majeure Event; and

12.6 elect to extend at our discretion the period for performance of an obligation under these Terms as is reasonable in all the circumstances.

12.7 **Assignment:** We may without notice to you assign, transfer and/or sub-contract our rights and/or obligations (in whole or in part) under these Terms. You may not assign, transfer, hold on trust or otherwise delegate any of your rights or obligations under these Terms without our prior written consent.

12.8 **Severability:** Each clause in these Terms is severable and if any clause is held to be illegal or unenforceable, then the remaining clauses will remain in full force and effect.

12.9 **Waiver:** No failure, delay, relation or indulgence on our part in exercising any power, right or remedy precludes any other or further exercise of that or any other power, right or remedy.

12.10 **Governing law:** These Terms shall be governed by the laws of the State of New South Wales.

13. INTERPRETATION + DEFINITIONS

13.1 Personal pronouns: Except where the context otherwise provides or requires:

13.2 the terms *we, us* or *our* refers to

13.3 **ASPIRE (ABN 47 632 061 164)**; and

13.4 the terms *you* or *your* refers to a user of the Platform.

13.5 Defined terms: In these Terms, unless otherwise provided, the following terms shall have their meaning as specified:

Content means all text, graphics, user interfaces, visual interfaces, photographs, illustrations, audio, video, trademarks, logos, sounds, music, artwork and computer code including but not limited to the design, structure, selection, coordination, expression, look and feel and arrangement of such content contained on the Platform which is owned controlled or licensed by or to us and is protected by Intellectual Property Rights.

Force Majeure Event means circumstances beyond our reasonable control shall include, but not be limited, to compliance with any laws, regulations, orders, acts, instructions or priority request of any government, or any department or agency, civil or military authority, acts of God, acts of the public enemy, your acts or omissions, fires, floods, strikes, lockouts, embargoes, wars, labour or material shortages, riots, insurrections or defaults of our suppliers or subcontractors.

Goods means any goods and products we sell from time to time.

Intellectual Property Rights means all forms of intellectual property rights (whether registered or unregistered) in copyright, designs, patents, trademarks, domain names, trade secrets, know-how, confidential information, and all other similar proprietary rights and all extensions and renewals thereof anywhere in the world which currently exist and/or are recognised in the future.

Material means any material in which you have Intellectual Property Rights provided by you for use on the Platform or in the production, development and supply of the Services to you including, but not limited to, text, illustrations, photographs, audio, video, any combination of these or other material.

Platform means all or any of the relevant platform/s, mobile applications, electronic interfaces and websites that are owned, provided and/or operated from time to time by us regardless of how it is accessed by users (including via the internet, mobile phone or any other device or other means).

Privacy Policy means our privacy policy as amended from time to time available via our Platform.

Services means any services that we may provide through the Platform or otherwise.

Terms and Conditions means relevant and applicable terms and conditions for the supply of Goods and Services by us to you.

Terms means these terms and conditions of access to the Platform and any additional terms, conditions, notices and disclaimers displayed elsewhere on the Platform, as amended from time to time.