

## Terms and Conditions (as at 1 October 2018)

### A Our Terms and Conditions (“Terms”)

1. These Terms explain how you may use the “Postcardme” App (IOS and Android), our website “[www.postcard-me.com](http://www.postcard-me.com)” and any other sites where we may have promotional relationship with (the “Sites”).

2. References in these Terms and Conditions (“Terms”) to the Site includes the following websites and all associated subdomains and web pages:

[www.postcard-me.com](http://www.postcard-me.com)

Postcardme (Apple)

Postcarme (Android)

3. You should read these Terms carefully before using the Sites.

4. By accessing or using the Sites or otherwise indicating your consent, you agree to be bound by these Terms and the documents referred to in them.

5. If you do not agree with or accept any of these Terms, you should stop using the Sites immediately.

6. If you have any questions about the Site, please contact us by:

e-mail: [info@postcard-me.com](mailto:info@postcard-me.com), or

telephone: +61294766440

7. Calls will be answered at the following times (Australian Eastern Standard time):

Monday to Friday: 9am to 5pm

Saturday: 9am to 12 noon

Messages outside these hours or public holidays in NSW, Australia.

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8. If you have a hearing or speech impediment you can contact us using a textphone on +61450617477. We may record calls for quality and training purposes.

9. Definitions

*Content*

means any text, images, video, audio or other multimedia content, software or other information or material submitted to prepare a postcard on your behalf on our Sites;

### *Images*

anything submitted from your account to be used on the postcard prepared on your behalf. This may include (but not limited) images and graphics uploaded from any electronic device to our Sites.

You are submitting images on the basis they are in a compliant file able to be converted to a PDF and:

1. Uploaded to fit a postcard of 6inch x 4inch (or equivalent in metric of 15.24cms x 10.16cms);
2. Are of sufficient quality to be reproduced at 300dpi on a PDF file format;

Any distortion when printed is at your absolute risk.

### *Intellectual property rights*

means rights such as copyright, trade marks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world);

### *Online terms and conditions of sale*

When you sign-up for the Sites you agree to be bound by the Terms which are dated. It is further agreed that you are responsible to ensure that any updated Terms are complied with. The current Terms (dated) are accessible under "MORE" on IOS and Android App (postcardme) AND [www.postcard-me.com/termsandconditions](http://www.postcard-me.com/termsandconditions)), which will apply to you ordering goods, services and/or digital content using the Sites;

### *Privacy policy*

1. All postcards sent on your behalf will be delivered without any packaging or envelope so the content of the postcard will be visible to the multiple persons handling it.
2. Relevant Commonwealth of Australia and the State of New South Wales laws will apply. European Union General Data Protection Regulation (GDPR) contains new data protection requirements from May 2018. If the destination of the postage is to the European Union, United Kingdom law will apply to these Terms for any GDPR issues.

means the policy (Under "MORE" on IOS and Android App (postcardme) AND [www.postcard-me.com/privacypolicy](http://www.postcard-me.com/privacypolicy)), which governs how we process any personal data collected from you;

### *Sites*

has the meaning given to it in clause 1 .

*Terms*

means these Terms and Conditions of use as updated from time to time;

*Third Party*

Any person or entity not associated with the operation of the Sites.

*Timeframe*

All timeframes are indicative only and are not guaranteed. Final delivery is at the absolute discretion of the destination post office or their agents.

*Tracking*

The postcards are not trackable. Once sent they cannot be traced. If you require a track and trace service please do not use our Sites.

*Unwanted Submission*

has the meaning given to it in the section entitled "submitting information to the site";

*We, us or our*

means Ozepost Pty Limited (company registration number ABN 38 083 046 806) the registered office of which is at:

Ozepost Pty Limited  
c/o JFT Partners  
Suite 2, Level 6  
12 Thomas St.  
CHATSWOOD NSW 2067

References to us in these Terms also includes any group companies which we may have from time to time.

*You or your*

means the person accessing or using the Site or its Content. This may include the person who established the Account or any third party person using your account.

10. Your use of the Sites means that you must also comply (where applicable) with:

- our Online terms and conditions of sale
- our Privacy policy

11. We reserve the right, at our sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time. It is your responsibility to check these Terms of Use periodically for changes. Your continued use of the Sites following the posting of changes will mean that you accept and agree to the changes.

## **B Using the Sites**

1 The Sites are for your personal, non-commercial and non-exclusive use only. The sites are not available for white-labelling nor for third party income

generation without consent in writing by Ozepost Pty Limited. As long as you comply with these Terms of Use Ozepost Pty Limited grants you a personal, non-exclusive, non-transferable, and non-commercial limited privilege to enter and use the Sites.

2 You may not use any "page-scraper", "robot", "spider", "deep-link" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, copy, acquire, or monitor any part of the Site, or in any way reproduce or circumvent the navigational structure or presentation of the Site or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Site.

3 You may not attempt to gain unauthorised access to any part or feature of the Sites, or any other systems or networks connected to the Sites or to any of our servers, or to any of the services offered on or through the Sites, by password "mining", hacking or any other illegitimate means.

4 You may not scan, probe or test the vulnerability of the Sites or any network connected to the Sites, nor breach the security or authentication measures on the Sites or any network connected to the Sites.

5 You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to the Sites, or any other customer of ours, to its source, or exploit the Sites or any service or information made available or offered by or through the Sites, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Sites.

6 You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Sites or our systems or networks, or any systems or networks connected to the Sites.

7 You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Sites or any transaction being conducted on the Sites, or with any other person's use of the Sites.

8 You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to us on or through the Site or any service offered on or through the Sites. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.

9 You may not use the Sites or any Content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes our rights or those of others.

10 The Site is intended for use only by those who can access it from within Australia. If you choose to access the Site from locations outside Australia, you are responsible for compliance with local laws where they are applicable.

11 You agree that you are solely responsible for:

(i) all costs and expenses you may incur in relation to your use of the Sites;  
and

(ii) keeping your password and any other account details confidential.

12 Our services are not targeted towards, nor intended for use by, anyone under the age of 18. If you are under the age of 18, you are not permitted to use our services.

13 We seek to make the Site as accessible as possible. If you have any difficulties using the Site, please contact us at [info@postcard-me.com](mailto:info@postcard-me.com).

14 We may prevent or suspend your access to the Sites if you do not comply with any part of these Terms, any terms or policies to which they refer or any applicable law.

15. There will be from time promotions that may provide credits for the sending of postcards at no charge and/or discounted. You are bound by the Terms and Conditions whether free, part or fully paid. Any value attached to the credit, or pre-payment not yet used is not transferable or refundable.

## **C Ownership, use and intellectual property rights**

1 These Sites and all intellectual property rights in it, including but not limited to any Content, are owned by us, our licensors or both (as applicable). We and our licensors reserve all of our and their rights in any intellectual property in connection with these Terms. This means, for example, that we and they remain owners of them and free to use them as we and they see fit.

2 Nothing in these Terms grants you any legal rights in the Sites other than as necessary to enable you to lawfully access the Site as intended and authorised by us. You agree not to adjust to try to circumvent or delete any notices contained on the Sites (including any intellectual property notices) and in particular in any digital rights or other security technology embedded or contained within the Site.

3 Trading graphic image:

The following are our Trading images:

Postcardme

Postcard-me

The following are trademarks used for or on the postcard being sent:

Apple IOS

Google Android

Apply Pay

Google Pay

Postage Paid Australia

Other trade marks and trade names may also be used on the Sites. The use of any graphic images from the Sites is strictly prohibited unless you have our prior written permission.

## **D Submitting information to the Site**

1 While we try to make sure that the Site is secure, we cannot guarantee the security of any information that you supply to us. We therefore cannot guarantee that it will be kept confidential. For that reason, you should not submit any content, images, graphics, licensed images where you do not have the legal right to publish or you would not be able to prove ownership or right to use in an Australian Court or Tribunal.

2 We may use any Unwanted Submissions as we see reasonably fit on a free-of-charge basis (bear in mind that we have no way of knowing whether such information is confidential, commercially sensitive or valuable because we do not monitor the Sites to check for these matters). Therefore, we will not be legally responsible for keeping any Unwanted Submissions confidential nor will we be legally responsible to you or anybody else for any use of such Unwanted Submissions.

## **E Accuracy of information and availability of the Sites**

1. While we try to make sure that the Sites are accurate, up-to-date and free from bugs, we cannot guarantee that it will be. Furthermore, we cannot guarantee that the Sites will be fit or suitable for any purpose that we offer at the time of usage. Any reliance that you may place on the information on these Sites is at your own risk including but not limited to functionality and download and upload speeds, or performance of the browser you use at your absolute discretion.
2. We may suspend or terminate operation of the Sites at any time as we see fit.
3. You may have certain legal rights when using the Sites (such as if the Online terms and conditions for the supply of goods apply to you). These are also known as "statutory rights" as they are derived from the Australian Consumer Law set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth).
4. Content is provided for your general information purposes only and to inform you about us and our products and news, features, services and other websites that may be of interest. It does not constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purposes.
5. While we try to make sure that the Sites are available for your use, we do not promise that the Sites are available at all times nor do we promise the uninterrupted use by you of the Sites. We are not obligated to advise you of this of any operational or service issues, temporary or long term.

## **F Hyperlinks and third party sites**

The Sites may contain hyperlinks or references to third party websites other than our Sites. Any such hyperlinks or references are provided for your convenience only. We have no control over third party websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third-party website does not mean that we endorse that third party's website, products or services. Your use of a third-party site may be governed by the terms and conditions of that third party site.

## **G Limitation on our liability**

Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury), we are not legally responsible for any losses. This exclusion shall include, but not be limited to:

- (a) losses that:
  - i. are not foreseeable to you and us when these Terms were formed; or
  - ii. that were not caused by any breach on our part
- (b) business losses; and
- (c) losses to non-consumers.

## **H Events beyond our control**

1. We shall have no liability to you for any breach of these Terms caused by any event or circumstance beyond our reasonable control including, but not limited to, strikes, lock-outs or other industrial disputes; breakdown of systems or network access; or flood, fire, explosion or accident.
2. All postcard delivery/ies are completed by the destination post office (or their

agent). We have no control over the final timing for delivery and whether it is to the physical address provided or to a local post office. If you require a specific timeframe, tracking and guaranteed delivery to the physical address, please do not use our services for the postage of any postcards.

## **I Rights of third parties**

No one other than a party to these Terms has any right to enforce any of these Terms.

## **J Disputes**

1 We will try to resolve any disputes with you quickly and efficiently.

2 If you are unhappy with us please contact us as soon as possible.

3 If you and we cannot resolve a dispute using our complaint handling procedure, we will:

(a) let you know that we cannot settle the dispute with you; and

(b) consider the need for Alternative Dispute Resolution and, if considered necessary, provide you with information about any alternative dispute resolution provider we deem appropriate to deal with your complaint.

4. Relevant Commonwealth of Australia and the State of New South Wales laws will apply. European Union General Data Protection Regulation (GDPR) contains new data protection requirements from May 2018. If the destination of the postage is to the European Union, United Kingdom law will apply to these Terms for any GDPR issues.

Not-trackable.

All timeframes offered, advised or communicated in any form are Indicative timeframes only. Final delivery at the absolute discretion of the destination post office and/or their delivery agent. If you want a trackable service and guaranteed delivery time-frame please do not use our service.

8.6 Neither we, nor any delivery service that we use, shall be liable for any failure to perform our Services where such failure or delay results from any circumstances outside our reasonable control; these circumstances include but are not limited to adverse weather conditions (such as snow, flood and extreme winds), fire, explosion, accident, traffic congestion, obstruction of any private or public highway, riot, terrorism, act of God, or industrial dispute or strike.

8.7

## **12 CANCELLATION**

12.1 You may cancel your account by contacting us by email ([help@touchnote.com](mailto:help@touchnote.com)) or by post. You may be asked to provide proof that you are the holder of the account. Your account will be cancelled as soon as reasonably practicable following receipt of your email or letter.

12.2 We may cancel your account without notice at our sole discretion.

12.3 Once your account is cancelled, any images that you have uploaded will be removed from the Platform and your password will no longer enable access to the password protected areas of the Platform.

12.4 Once an order for a Service has been placed by you, you have confirmed the order and the order has been printed, you may not cancel the order. Once an order has been printed we are unable to provide you with a refund if you change your mind about your order. This does not affect your statutory rights as a consumer.

- Information we receive from other sources. We work with third parties (including, for

example, business partners, sub-contractors in technical, payment and delivery services, advertising networks, analytics providers, search information providers) and may receive some information that is not personal information because it does not identify you or anyone else. For example, we may collect anonymous aggregated information about how users use our services.

- Cookies. Our website uses cookies to distinguish you from other users of our website. This helps us to provide you with a good experience when you browse our website and also allows us to improve our site. For detailed information on the cookies we use and the purposes for which we use them see our Cookie policy (<https://www.touchnote.com/cookies/>)
- We do not knowingly solicit or collect any information about users who may be under the age of 16, and will delete any information provided by such individuals as soon as possible. Please do not provide us with any personal information if you are under the age of 16. While we do allow users under the age of 16 to use the Platform, any users under the age of 18 should discuss the use of the Platform with their parents before they submit or upload any content to the Platform.

## USES MADE OF THE INFORMATION

We use information held about you in the following ways:

- Information you give to us. We will use this information:
  - to carry out our obligations arising from any contracts entered into between you and us and to provide you with the information, products and Services that you request from us;
  - to provide you with information about other products and services we offer that are similar to those that you have already purchased or enquired about;
  - to provide you with information about products or services we feel may interest you. If you are an existing customer, we will only contact you by electronic means (e-mail or SMS) with information about products and services similar to those which were the subject of a previous sale to you. If you are a new customer, we will contact you by electronic means only if you have consented to this. If you do not want us to use your data in this way please tick the relevant box situated on the form on which we collect your data (for example, the order form or registration form) or contacting us at [help@touchnote.com](mailto:help@touchnote.com).
  - to carry out market research and the tracking of sales;
  - to notify you about changes to our Services;
  - to ensure that content from our Platform is presented in the most effective manner for you and for your computer.
- Information we collect about you. We will use this information:
  - to administer our Platform and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes;
  - to improve our Platform to ensure that content is presented in the most effective and safe manner for you and for your computer;
  - to allow you to participate in interactive features of our Services, when you choose to do so;
  - to measure or understand the effectiveness of advertising we serve to you and others, and to deliver relevant advertising to you;
  - to make suggestions and recommendations to you and other users of our Platform about goods or services that may interest you or them.

## DISCLOSURE OF YOUR INFORMATION

You agree that we have the right to share your personal information in the following ways:

- With any member of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries, as defined in section 1159 of the UK Companies Act 2006.
- With selected third parties including:
  - business partners, suppliers and sub-contractors for the performance of any contract we enter into with them or you;
  - analytics and search engine providers that assist us in the improvement and optimisation of our Platform.
- With third parties:
  - In the event that we sell or buy any business or assets, in which case we will disclose

your personal data to the prospective seller or buyer of such business or assets.

- If Touchnote Limited or substantially all of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.
- where a third party claims that any content posted or uploaded by you to our Platform constitutes a violation of their intellectual property rights, or of their right to privacy.
- If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our terms of use (<https://www.touchnote.com/terms/>) and other agreements; or to protect the rights, property, or safety of Touchnote Limited, our customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

#### WHERE WE STORE YOUR PERSONAL DATA

- The data that we collect from you will be transferred to, and stored at, a destination within the European Economic Area (“EEA”) but may include storage in the cloud outside of the EEA. It may also be processed by staff operating outside the EEA who work for us or for one of our suppliers. This includes staff engaged in, among other things, the fulfilment of your order, the processing of your payment details and the provision of support services. By submitting your personal data, you agree to this transfer, storing or processing, including such transfer storing or processing in any cloud service. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy.
- All information you provide to us is stored on our secure servers in the Republic of Ireland. Any payment transactions will be encrypted using SSL technology. Where we have given you (or where you have chosen) a password which enables you to access certain parts of our site, you are responsible for keeping this password confidential. We ask you not to share your password with anyone.
- Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

#### RETENTION OF YOUR PERSONAL DATA

- We will retain your personal data for so long as is necessary for the purposes stated in this Privacy Policy and to address any claims or issues that may arise concerning your use of our Services.
- After that, we may continue to hold data that relates to you and your use of our Platform for research and statistical analysis, as currently permitted under section 33 of the Data Protection Act 1998. However, during the time you may contact us to request that we delete personal data we hold about you.

#### YOUR RIGHTS

- You have the right to ask us to erase your personal data or not to process your personal data for marketing purposes. We will usually inform you (before collecting your data) if we intend to use your data for such purposes or if we intend to disclose your information to any third party for such purposes. You can exercise your right to prevent such processing by checking certain boxes on the forms we use to collect your data. You can also exercise the right at any time by contacting us at [help@touchnote.com](mailto:help@touchnote.com).
- If at any point you believe the information we process on you is incorrect you may ask to see this information and have it corrected or deleted. You also have the right to ask that we restrict the processing of your personal data and to object to our processing of your personal data. You also have the right to obtain from us, and reuse, the personal data we maintain from you, for your own purposes.
- If you wish to lodge a complaint over the way in which we have handled your personal data, you can contact us at [help@touchnote.com](mailto:help@touchnote.com). If you are dissatisfied with our response you may contact the UK Information Commissioner’s Office or the equivalent supervisory bodies in non-UK jurisdictions.
- Our site may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

#### CARD TRANSACTIONS

## CARD TRANSACTIONS

- Your full card details are not recorded or stored in our database. We only collect and store the final four numbers of your credit or debit card together with the expiry date and cardholder name in order for you to be able to select that card when making a future purchase. The details are encrypted and transferred securely to one or more third party payment service providers.

## ACCESS TO INFORMATION

- The Act gives you the right to access information held about you. Your right of access can be exercised in accordance with the Act. Any access request will be subject to a fee of £10 to meet our costs in providing you with details of the information we hold about you.

## CHANGES TO OUR PRIVACY POLICY

- Any changes we make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by e-mail. Please check back frequently to see any updates or changes to our privacy policy.

## CONTACT

- Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to [help@touchnote.com](mailto:help@touchnote.com).

## 6 UPLOADED CONTENT AND IMAGES

6.1 You may upload or use digital images when using the Platform or connection with the Platform and the Services which must be in JPEG format. For further guidance and information on images and uploading please visit our help pages (<https://www.touchnote.com/help/>).

6.2 Although we prohibit the uploading of certain types of image to the Platform, we cannot control, nor do we comprehensively monitor the use of the Services. It is possible that images or other material may appear on the Platform or in connection with the Services which are unlawful or offensive and contravene our restrictions on content. We are not responsible for such images or material but if you become aware of any such images or material please contact us without delay at: [help@touchnote.com](mailto:help@touchnote.com)

6.3 We may at our discretion contact law enforcement authorities if we are made aware that anything unlawful is occurring or has occurred in relation to the use of the Platform or the Services including the uploading or emailing of any images in breach of our restrictions on content. We may provide copies of any relevant images or material to the law enforcement authorities and in that connection may also give them access to any personal data that is held by us.

6.4 We may without notice and at our sole discretion delete or remove any image that has been uploaded, emailed or submitted for printing in breach of these Terms.

6.5 By uploading, posting, contributing or including any content or material in a personalised Service, you grant us a non-exclusive, royalty-free, irrevocable licence (including the right to grant sub-licences through multiple tiers) to use, reproduce, adapt, distribute and communicate to the public that content or material solely for the purpose of performing obligations and exercising rights under these Terms. Note that we may modify content or material in order to conform it to Touchnote or the requirements of the Service you have ordered (such as by cropping images).

6.6 You are not allowed to upload or order printed items which contain or use any images or other material including text based annotations and comments, which contain any of the following:

6.6.1 material which is defamatory of any person;

6.6.2 material which is pornographic, obscene, indecent or offensive;

6.6.3 material which promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;

6.6.4 material that is likely to incite hatred or violence against any person or group;

6.6.5 material that is likely to deceive any person;

6.6.6 material which concerns or relates to any criminal act;

6.6.7 material the use or inclusion of which infringes any copyright, trademark, database or other intellectual property right of any third party;

6.6.8 material made in breach of any legal duty owed to a third party, such as a contractual duty or a

duty of confidence; material which promotes any illegal activity;

6.6.9 material which is threatening, abusive or invades another's privacy, causes annoyance, inconvenience or needless anxiety;

6.6.10 material which is likely to harass, upset, embarrass, alarm or annoy any other person;

6.6.11 material used to impersonate any person, or to misrepresent your identity or affiliation with any person;

6.6.12 material which gives the impression that it emanates from us, if this is not the case;

6.6.13 material that advocates, promotes or assists any unlawful act such as (by way of example only) copyright infringement or computer misuse;

6.6.14 material that breaches any applicable laws or legislation.

6.7 You are not allowed to:

6.7.1 create a database (electronic or otherwise) that includes material downloaded or otherwise obtained from the Platform except where expressly permitted in connection with the Services;

6.7.2 interfere with or disrupt the Platform, the Services or the servers or networks connected to the Platform or Services;

6.7.3 disseminate unsolicited advertisements or for any other commercial purposes (which would include using the Services to promote or encourage the sale of your goods/services);

6.7.4 transmit or re-circulate any material obtained from the Services to any third party except where expressly permitted;

6.7.5 disseminate any unsolicited or unauthorised advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;

6.7.6 disseminate any material that contains software viruses or any other computer code, files or programs designed to interrupt, damage, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

6.7.7 use the Platform or the Services in any way that might infringe third party privacy or other rights, is unlawful or that might bring us into disrepute;

6.7.8 post link(s) that take users to material that contravenes any of the above restrictions; or

6.7.9 send (at our sole discretion) excessive numbers of cards to yourself or to other people as part of any promotion, including, but not limited to, sending more than 10 postcards or greeting cards to the same address.