

TERMS AND CONDITIONS

1. General

- (a) This website at [store.beemit.com.au] (our "Site") is a shopping website where you can browse, select and order goods or services that are advertised on our Site ("Products") from Digital Wallet Pty Ltd (ABN 93 624 272 475) trading as Beem ("Beem", "us" or "we").
- (b) Please read these terms and conditions before accessing or using our Site. If you are under 18 years of age, then you must obtain your parent or guardian's consent before accessing and using our Site.
- (c) By using our Site, including ordering Products through our Site, you agree to, and must comply with, these Terms and Conditions and our Privacy Policy.

2. Disclaimer

- (a) The content on our Site is provided for general information purposes only. While we take steps to keep the information on our Site accurate and current, from time to time there may be inaccuracies or variations. To the maximum extent permitted by applicable laws, content published on or through our Site is provided in good faith on an "as is", "as available" and "where is" basis and Beem excludes and disclaims to the maximum extent permitted by law all guarantees, conditions, warranties or terms of any kind, whether express or implied or imposed by any applicable law.
- (b) Illustrations and photos contained on our Site are sample representation of the Products advertised, and variations may occur from time to time and from store to store.
- (c) While we endeavour to ensure the functionality of our Site, to the maximum extent permitted by applicable laws:
 - (i) we do not guarantee uninterrupted access to our Site or the security of our Site;
 - (ii) we do not guarantee the accuracy or completeness of the elements and/or information published on our Site; and
 - (iii) we disclaim liability for any damage whatsoever, including without limitation direct, indirect, incidental, special, punitive or consequential damages and/or loss of profits, business interruption or loss of data or information that may result from access to our Site and the use of all or part of the elements or information contained on our Site.

Despite the above, nothing in these Terms and Conditions or on our Site, excludes, restricts or modifies any guarantee, term, condition or warranty, right or remedy implied or imposed by any statute or regulation that cannot lawfully be excluded or limited (including under the Australian Consumer Law). To the extent that Beem's liability can be limited, our liability will be so limited (for further details please refer to section 14 (Warranty and Liability for Products and Services) of these Terms and Conditions).

3. Hyperlinks

Our Site may contain links to websites, plug-ins, applications and other recourses operated by third parties other than Beem or our related bodies corporate (Third Party Sites). Third Party Sites are provided as a convenience to you. We do not control or endorse Third Party Sites. We recommend you read the terms and conditions and privacy policies imposed by any Third Party Sites.

4. Intellectual Property

- (a) Our Site and its contents are protected by certain intellectual property rights. We (or our licensors) retain all right, title and interest in and to our Site (including any copyrights and any trade marks that

are displayed on our Site) and all related content. Nothing that you do on or in relation to our Site (or related content) will transfer any intellectual property rights to you or grant you any licence to exercise any intellectual property rights unless we have expressly authorised this in writing.

- (b) Our Site contains registered trademarks and other trade marks which are protected by law. You must not use any of the marks or trademarks appearing on our Site or our name or the names of our related bodies corporate without our prior written consent. You must not use any of the other company, product and services marks on our Site that are owned by other third parties (including our suppliers) without obtaining the relevant third party owner's consent.
- (c) We welcome your suggestions and recommendations about changes to our Site (Feedback). If you provide us with Feedback, this is and will be treated by us, as non-confidential and non-proprietary. You assign to us all right, title and interest in, and Beem is free to use, without attribution or compensation to you, any such Feedback.

5. Privacy Policy and Your Personal Information

Please see our Privacy Policy for details of how we collect and handle your personal information.

6. Registration

You may complete the customer registration process through our Site before placing an order for Products. Any personal information that you give us will be held and used by us in accordance with our Privacy Policy for the purposes you have consented to.

7. Placing an Order for Products

- (a) You may order Products by selecting and submitting your order through our Site in accordance with these Terms and Conditions.
- (b) Any order placed through our Site for a Product is an offer by you to purchase the particular Product for the price notified (including the delivery and other charges and applicable taxes) at the time you place the order. No order shall be deemed to be accepted by us until we issue an email acceptance of the order.
- (c) We may ask you to provide additional details or require you to confirm your details to enable us to process any orders placed through our Site.
- (d) You agree to provide us with current, complete and accurate details when asked to do so by our Site.
- (e) All orders for a Product from our Site must be intended for personal non-commercial use only.

8. Acceptance or Rejection of an Order

- (a) We reserve the right to accept or reject your order for any reason, including (without limitation) if the requested Product is not available, if there is an error in the price or the product description posted on the Site or in your order. If we need to reject an order, we will use our reasonable efforts to let you know as soon as possible of the rejection and the reason for the rejection.
- (b) Each order accepted for Products through our Site results in a separate binding agreement between you and us for the supply of those Products. For each order accepted by us, we will supply the Products in that order to you in accordance with these Terms and Conditions.

9. Cancelling an Order by Us

- (a) Prior to the dispatch of an order, we may cancel all or any part of an order (including any orders that we have accepted) without any liability to you for that cancellation if:
 - (i) the requested Products in that order are not available;
 - (ii) there is an error in the price or the product description posted on our Site in relation to the relevant Product in that order; or
 - (iii) that order has been placed in breach of these Terms and Conditions.
- (b) If we do have to cancel an order, then we will endeavour to provide you with reasonable notice of that cancellation. You will not be charged for an order that has been cancelled by us if:
 - (i) we cancel it before the delivery date;
 - (ii) you are not at fault; or
 - (iii) you are not in breach of these Terms and Conditions.

10. Cancelling an Order by You

- (a) Beem are not legally required to cancel orders or provide refunds, returns or replacements of any Products if you simply change your mind. However, if prior to the dispatch of an order, you wish to cancel all or any part of an order (including orders that we have accepted) due to circumstances beyond your reasonable control (e.g. loss of employment, serious injury or illness), you may do so without any liability to us for that cancellation.
- (b) If you do cancel an order in accordance with 10(a) above, then you must provide us with reasonable notice (including reason) before the dispatch of an order.
- (c) You cannot cancel all or any part of an order after the order has been dispatched by us. In the case that you wish to return a Product after the order has been dispatched, you need to do so in accordance with our instructions (see section 15 (Returns) of these Terms and Conditions).

11. Delivery of Products

- (a) Beem currently ships orders to Australian addresses only.
- (b) Delivery time is subject to stock availability, and delivery may take up to 30 days .
- (c) A number of different delivery methods may be used depending on the type of order.

12. Prices, Fees and Charges

General

- (a) We will charge you, and you agree to pay, the following fees and charges in relation to an order that we accept (as applicable):
 - (i) the advertised purchase price of each Product that is ordered;
 - (ii) the delivery fee for delivering the Products to you; and
 - (iii) any other fees and charges set out in these Terms and Conditions.
- (b) All fees and charges identified in these terms and conditions and all prices for the Products as shown on our Site are inclusive of GST as that term is defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) unless otherwise indicated.
- (c) You must have an active Beem account with a multi-network debit or credit card provisioned along with an active QR Code presented by the website in order to make payment for the Product(s).

Prices

- (a) All prices shown on our Site are in Australian Dollars (AUD).

- (b) The prices of Products and delivery and other charges displayed on our Site are current at the time of issue, however, Beem reserves the right to change prices at any time before we accept an order from you.

Delivery Fees

- (a) Delivery fees are payable in addition to the purchase price of each Product and may vary depending on the delivery method.

13. Your Obligations

You warrant that:

- (a) all information and data provided by you to us through our Site (including as part of the customer registration process) or otherwise is true, accurate, complete and up to date;
- (b) the person receiving the Products at the delivery address is authorised by you to do so;
- (c) you have and will comply with all relevant laws relating to your use of our Site and your placement of any order to us;
- (d) you will ensure that your email address that you provided to us as part of the registration process to use our Site ("registrationID") and password that is used to access our Site and the details of your account is kept in a safe and secure manner;
- (e) you will promptly notify us if you are or become aware that there is or has been an unauthorised use of your registrationID and password or account, or any other security breach relating to your account;
- (f) you will promptly advise us of any changes to your information provided to us as part of the customer registration process;
- (g) you are responsible for any costs associated with your access to or use of our Site, including Internet access fees;
- (h) you are responsible and liable for any person that uses your registration ID and password to order Product(s) through our Site; and

You warrant that you will not:

- (i) use our Site for any activities that breach any laws, infringe a third party's rights or are contrary to any relevant standards or codes;
- (ii) use our Site in a manner or way, or post to or transmit to or via our Site any material, which interferes with other users or our other customers or defames, harasses, threatens, menaces or offends any person or which prevents any other person from using or enjoying our Site;
- (iii) make fraudulent or speculative enquiries, purchases or requests through our Site;
- (iv) use another person's details without their permission or impersonate another person when using our Site;
- (v) post or transmit any obscene, indecent, inflammatory or pornographic material or any other material that may give rise to civil or criminal proceedings;
- (vi) tamper with or hinder the operation of our Site, knowingly transmit any viruses, worms, defects, trojan horses or similar disabling or malicious code to our Site;
- (vii) use any robot, spider, site search and retrieval application or other mechanism to retrieve or index any portion of our Site;
- (viii) create accounts by automated means or under false or fraudulent pretences;
- (ix) use our Site to violate the security of any computer or other network or engage in illegal conduct;
- (x) take any action that imposes or that would, in our reasonable opinion, result in an unreasonable or disproportionately large load on our infrastructure;
- (xi) use our Site other than in accordance with these terms and conditions; or
- (xii) attempt any of the above acts or engage or permit another person to do any of the above acts.

14. Warranty and Liability for Products and Services

- (a) Nothing in these Terms and Conditions excludes, restricts, or modifies any guarantee, warranty, term or condition, right or remedy implied or imposed by any applicable law which cannot be lawfully excluded, restricted or modified. This includes the Australian Consumer Law which contains guarantees that protect purchases of goods and services in certain circumstances. If any guarantee, term condition or warranty is implied or imposed in relation to these Terms and Conditions (a Non-Excludable Provision) and Beem is able to limit your remedy for a breach of such a Non-Excludable Provision then our liability for breach of the Non-Excludable Provision is limited to one or more of the following at our sole option:
 - (i) in the case of services, resupply of the services or payment to you of the cost of resupply; and
 - (ii) in the case of goods, replace the goods, supply equivalent goods, repair the goods, payment to you for the cost of replacing the goods (or of acquiring equivalent goods), or payment to you for the cost of having the goods repaired.
- (b) Where we are permitted by law (and subject to section 14(a)):
 - (i) we do not warrant or represent the suitability of our Site or a Product for any purpose; and
 - (ii) we will not be liable to you for indirect and consequential loss (including without limitation for loss of revenue, loss of profits, failure to realise expected profits or savings and any other commercial or economic loss of any kind) or loss or corruption of data, in contract, tort, under any statute or otherwise (including negligence) arising from or connected to our Site or the Product.
- (c) To the extent permitted by applicable laws, our liability to you for loss or damage of any kind arising out of these Terms and Conditions or in connection with the relationship established by it is reduced to the extent (if any) that you cause or contribute to the loss or damage. This reduction applies whether our liability is in contract, tort (including negligence), under any statute or otherwise.

15. Returns

- (a) Unless you notify Beem to the contrary by email within fourteen (14) days of delivery of any Products and such notification is confirmed in writing within seven (7) days of its receipt by Beem, the Products shall be deemed to have been accepted by you.
- (b) Beem will accept product returns and provide you with (at Beem's discretion) a replacement for the Product (subject to availability, refund, or repair where the Product delivered:
 - (i) is faulty or is not of merchantable quality;
 - (ii) is not fit for its intended purpose;
 - (iii) does not match the description on our Site; or
 - (iv) otherwise fails to meet any mandatory guarantees imposed by applicable laws.
- (c) Notwithstanding the above section 15(b), our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled to: (i) cancel your service contract with us; and (ii) to a refund for the unused portion, or to compensation for its reduced value. You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods or to cancel the contract for the service and obtain a refund for any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or services.
- (d) If there is a problem with a Product delivered to you including if it is covered under a warranty from the manufacturer you can contact us via email store@beemit.com.au and one of our Customer Service Team will assist with your request. To enable us to evaluate your return request, please make sure you are able to provide our Customer Service Team with the following information:

- a. the Order number, invoice number or receipt number;
 - b. a detailed description of the problem or the reason for your request to the return the Product;
 - c. photograph(s) of product that is damaged during transportation (if a photograph is required we will advise you which email address to send it to); and
 - d. your name and contact details.
- (e) We will evaluate your return request and issue you with a Returns Authorisation Notice once we have received details of your return request. We will send you full return instructions and return address. If we feel the problem described requires clarification we may contact you to clarify in order to provide more efficient service

16. Termination and/or Suspension of Account

- (a) We may terminate this agreement for convenience at any time on notice to you.
- (b) Without qualifying the foregoing in 16(a), we may immediately suspend, terminate or limit your access to and use of our Site and (where relevant) your account if we reasonably suspect that you have commit fraudulent act and/or you breach these Terms and Conditions and:
 - (i) the breach cannot be remedied;
 - (ii) you fail to the remedy the breach within 10 days of our notice to you of that breach; or
 - (iii) if there is an emergency.

18. General Provisions

- (a) If the whole or any part of a provision of these Terms and Conditions is void, unenforceable or illegal it is severed and the remainder of these Terms and Conditions has full force and effect.
- (b) These Terms and Conditions (and your use of Our Site) is governed by the laws of New South Wales, Australia. Any dispute arising from your use of our Site is exclusively subject to the jurisdiction of the courts of New South Wales, Australia.

19. Changes to these Terms and Conditions

- (a) If you have an order that has been accepted by us, the terms and conditions that will apply to that order are the terms and conditions that applied at the time you placed your order. We cannot vary the terms and conditions which apply to a given order after that order is accepted by us.
- (b) Subject to section 19(a), we may change these Terms and Conditions at any time, and such modifications will be effective as soon as they are posted to our Site. By continuing to use our Site after these Terms and Conditions have been modified, you agree to be bound by the changes to these Terms and Conditions. We encourage you to periodically review these Terms and Conditions so you remain informed about the terms that govern the use of our Site.