

LASOO CUSTOMER TERMS

Last updated: 20 July 2022

1. User Agreement

- 1.1 By using the Lasoo website (available at www.lasoo.com.au), App and mobile site (**Website**), and Lasoo social media pages (together, **Lasoo Platform**), you (**Customer**) accept these terms and conditions (**Terms**) and our Privacy Policy these Terms are between you and Lasoo (referred to in these Terms as "we", "us" or "our"). We may change these Terms at any time, and changes will be posted on the Website. By continuing to use the Website, you agree to be bound by the changes.

2. Specific terms applicable to marketplace sales

- 2.1 Lasoo operates as a marketplace platform that allows independent, third party sellers (**Sellers**) who abide by our standards to list and sell goods and services on our Website (**Listed Products**). The listing will contain the Seller's details in addition to any terms of sale specific to the Listed Products (such as delivery timetables).
- 2.2 By buying Listed Products, you are transacting directly with the Seller, and Lasoo is not a party to the transaction. As a result, we do not control any aspects of the transaction, including the listing content and accuracy or the quality, shipping and delivery of the Listed Products.
- 2.3 You agree that as a platform for Sellers, we are not responsible for the transactions that occur between you and the Seller, nor are we responsible for the Seller's Listed Products to the extent permitted by law. Lasoo makes no warranty or representation regarding the standard of any Listed Product to be supplied by the Seller. Nothing in this clause is intended to have the effect of restricting or modifying your rights or our obligations that cannot be restricted or modified by law (including the Australian Consumer Law).

3. Registration and User Requirements

- 3.1 You must be a registered member to access some features of the Lasoo Platform or our services. When you register, you will provide us with personal information including your name, address, and a valid email address. You must ensure this information is accurate and current.
- 3.2 By using the Lasoo Platform and its associated functionality, you grant your express consent to us to send you direct marketing communications to the email address you provide, from which you may unsubscribe at any time. Your consent to receive certain communications may be implied from the use of certain functional aspects of our service, such as receiving reminders that items are in your shopping cart if you leave the page during a transaction.

- 3.3 To register an account or to use the Website you must be at least 18 years old, have a current Australian residential address and have capacity to enter into a legally binding agreement with us.

4. Access and use of the website

- 4.1 You must only use the Website through the interfaces provided by us and in accordance with these Terms and any applicable law.
- 4.2 You must not (or attempt to):
- (a) interfere (or attempt to interfere) or disrupt (or attempt to disrupt) our site or the servers or networks that host our site;
 - (b) use (or attempt to use) data mining, robots, screen scraping or similar data gathering and extraction tools on our site;
 - (c) interfere (or attempt to interfere) with security-related or other features of our site; or
 - (d) use, copy or distribute (or attempt to use, copy or distribute) content without our express permission.
- 4.3 We may refer fraudulent or abusive or illegal activity to the relevant authorities. If you have an account with us, you are solely responsible for the activity that occurs on your account (including orders placed using your account), and you must keep your account password secure. We are not responsible for any unauthorised activity on your account if you fail to keep your account login information secure.
- 4.4 You must not use another member's account without our, and/or the other user's, express permission. If you suspect or become aware of any unauthorised use of your account or that your password is no longer secure, you must notify us immediately and take immediate steps to re-secure your account (including by changing your password).
- 4.5 We do not warrant that the Website will be available at all times and without disruption and we provide no warranties in relation to the content of any other website linked to or from our Website.

5. Information on this Website

- 5.1 Information about Listed Products on the Website is based on material provided by Sellers, suppliers and/or product manufacturers. Except as required by law (including the Australian Consumer Law) we cannot be held responsible for inaccuracies or errors caused by incorrect information supplied to us or by these third parties.
- 5.2 You agree to make your own enquiries to verify information provided and to assess the suitability of

Listed Products before you order the Listed Products.

- 5.3 Due to photographic and screen limitations associated with the representation of goods, some actual goods (including, in particular, clothing, apparel and shoes) may differ to a small extent in visual appearance (for example in colour) from the way they appear on the Website. In addition, where it is suitable to do so, some depictions of products or services are created or chosen by us for promotional purposes, and may not be an exact representation of the product or service received.

6. Disclaimer and Liability

- 6.1 To the fullest extent possible at law, we exclude all liability to you or anyone else for loss or damage of any kind or nature relating in any way to the Lasoo Platform including, but not limited to, loss or damage you might suffer as a result of:
- (a) errors, mistakes or inaccuracies on the Lasoo Platform;
 - (b) you acting or not acting, on any information contained on or referred to on the Lasoo Platform and/or any linked Website;
 - (c) personal injury or property damage of any nature resulting from your access to or use of the Lasoo Platform;
 - (d) any unauthorised access to or use of our secure servers and/or personal information and/or financial information stored on those servers;
 - (e) any interruption or cessation of transmission to or from the Lasoo Platform;
 - (f) any bugs, viruses, trojan horses or other harmful code or communications which may be transmitted to or through a Lasoo Platform by any third party; and/or
 - (g) the quality of any product or service of any linked sites.
- 6.2 We do not warrant, endorse, guarantee or assume responsibility for any product or service advertised or offered by a third party through the Lasoo Platform or any linked Website or featured in any banner or other advertising. We will not be a party to or in any way responsible for monitoring any transaction between you and Sellers of Listed Products.
- 6.3 Where any law (including the Australian Consumer Law) provides a guarantee which may not be lawfully excluded, our liability will be limited to that provided by law.
- 6.4 When you order Listed Products via the Lasoo Platform, you enter into a supply contract with the Seller. Except as required by law, in no event shall we, our affiliates and related entities or our suppliers be liable for any loss or any special, incidental or consequential damages arising out of or in connection with the Lasoo Platform or these Terms (however arising, including negligence). You agree to accept sole responsibility for the legality of your actions under the laws that apply to you. You agree that we, our affiliates and related entities or our suppliers have no responsibility for the

legality of your actions.

- 6.5 Except as expressly provided to the contrary in these Terms, the Lasoo Platform and Services are provided on an 'as is' basis, and neither Lasoo nor any of Lasoo's affiliates make any representations or warranties of any kind, express or implied, including without limitation any implied warranties of fitness for purposes, merchantability, or non-infringement of third-party rights. Implied warranties arising from Lasoo's dealings or normal trade usage are expressly excluded. You agree to these Terms based on your own investigations, and Lasoo makes no representation or warranty that the Lasoo Platform or Services will be suitable for your requirements, secure or accessible, or provided free from interruption or error.
- 6.6 To the maximum extent possible at law, Lasoo's liability to you in respect of all claims is limited to the lower of the total amount of the cost in respect of the order placed by you and AUD\$100.
- 6.7 Lasoo accepts no liability for any aspect of your interaction with Sellers, including but not limited to the delivery and performance of the products and services.

7. Indemnity

- 7.1 You will at all times indemnify, and keep indemnified, us and our directors, officers, employees and agents from and against any loss (including reasonable legal costs and expenses) or liability incurred or suffered by you or by us arising from any claim, demand, suit, action or proceeding by any person against you or us where such loss or liability arose out of, in connection with or in respect of your conduct or breach of these Terms.

8. Placing Orders

- 8.1 You are responsible for any discrepancies or errors in your order caused by you.
- 8.2 The promotion of Listed Products on the Lasoo Platform does not constitute an offer to sell. It is an invitation to treat only.
- 8.3 Orders placed by you are offers to purchase either:
- (a) a voucher for particular goods and/or services under these Terms, and any third party supplier/Seller terms and conditions at the price specified (including delivery and other charges); or
 - (b) goods under the terms and conditions in these Terms at the price specified (including delivery and other charges).
- 8.4 When you place an order for a Seller's Listed Products:

- (a) you acknowledge and agree that a supply contract is formed between you and Seller for the supply of the Listed Products which are the subject of the order;
- (b) we will send the order to the Seller for confirmation, at which time they may accept or reject your order. Where a Seller rejects your order, we will refund you for the order and associated shipping charges. You will receive confirmation that your order has been accepted by the Seller via email; and
- (c) The Seller will be committed to fulfil the order once the payment for the Listed Products is received by Lasoo.

8.5 We use automated fraud detection software that may result in your order being delayed or cancelled. Lasoo may at Lasoo's absolute discretion, assess you for potential fraudulent transactions. Lasoo will not be responsible for any orders cancelled in accordance with this clause other than to refund you and to refund its associated fees to the Seller as stated above. Lasoo may, in addition and at Lasoo's absolute discretion, impose transaction limits on your to limit fraudulent activity.

8.6 Lasoo may refer fraudulent or abusive or illegal activity to the relevant authorities and in doing so disclose information to such authorities relating to your account.

9. Price, Payment and Use of Discount/Coupon Codes

9.1 The prices of goods, delivery and other charges shown are in Australian dollars.

9.2 All payments must be received in full prior to dispatch of goods or a voucher being issued. If your payment is not received or is declined by us, your bank or credit card issuer, we cannot and will not hold items against your order.

9.3 A discount code is only valid for a single transaction, and may not be used in conjunction with any other discounts.

10. International Sellers and Direct Import Goods

10.1 Some third-party Sellers are based in overseas countries. By purchasing goods from these Sellers and importing them into Australia you may be required to comply with Australian laws and standards that apply to the importation of such goods.

10.2 Some products or orders from overseas Sellers which exceed the low-value import threshold (currently \$1,000AUD) may be subject to an additional amount of GST collected from you by the Australian Customs and Border Force. Please check www.border.gov.au.

11. Store Credits

- 11.1 If you have an account with us, any unused portion of your Store Credit shall be credited to your account.
- 11.2 To the extent permitted by law, Lasoo reserves the right to change any of the Terms and conditions in relation to its Store Credit upon the provision of reasonable notice, including by notice on the Lasoo Platform.
- 11.3 Store credits expire after 12 months from the date of issue. Unless otherwise stated in any promotional materials or elsewhere by us, store credits issued for promotional purposes, or otherwise at our discretion (including for goodwill purposes) will expire after 3 months.
- 11.4 Store credits cannot be redeemed for cash or used for the purchase of gift cards. Where a minimum spend applies to any promotional event on the website, store credits do not count towards the minimum spend totals.

12. Shipping and Delivery

- 12.1 Lasoo is not responsible for the delivery of Listed Products. All delivery obligations are the responsibility of the relevant Seller.

13. Packaging and Labelling

- 13.1 We endeavour to depict goods available for order using accurate images of the goods. At times, however, goods actually delivered may to a small extent differ in appearance and packaging from their appearance in images and photographs on the Lasoo Platform.
- 13.2 We recommend that you read the labels and instructions on foods or other consumables prior to consumption or use.
- 13.3 Because some goods are imported or originate from outside of Australia, their packaging, ingredients, composition and quality may vary from the same or similar product available in Australia and made directly for the Australian market.

14. Software and Technology Purchases – Limitation of Liability

- 14.1 You acknowledge that storage media such as hard drives in laptops, external hard drives, SD cards and USB keys can fail without warning, leading to a loss of data. You should regularly back up software stored on the media. In the event that storage media ordered from us becomes faulty, fails

or otherwise detrimentally affects software or data stored on it, except as required by law, we will not be liable for any loss or damage to the software or data.

- 14.2 If you return storage media (such as a hard disc drive) whether separately or as a part of another product, to a Seller for any reason, including replacement or repair, we and the Seller will not be responsible for any software or data stored on the media. We and the Sellers make no representation that we will be able to repair or replace any product without risk to or loss of the software or data.

15. [Digital Access Codes \(Games, movies and other digital content\)](#)

- 15.1 Any digital access codes offered on the Lasoo Platform (i.e. Steam keys, UPlay game codes etc.) are sold subject to the terms of use of third party distribution channels and the software or content unlocked by such codes is subject to intellectual property rights of third party licensors. Your use of the software or content (i.e. game, music, video etc.) may be restricted by Digital Rights Management ("DRM") code or software controls embedded in the content by the licensor of the said content. Lasoo is not responsible for application of any DRM, or the effect it may have on your use of the content and we are not liable for the operation of DRM. You should check the user terms of the associated software or content distributor prior to purchasing any access keys.
- 15.2 You are responsible for determining whether your PC or user device is compatible with the software or content unlocked by access codes you purchase on the site. For recommended specifications, consult the product listing, or alternatively the publisher or distributor (i.e. Steam) website. Redemption of software or content will require high-speed internet access. Your ISP may charge you additional amounts for data usage, and you must familiarise yourself with these charges prior to purchasing any access keys.
- 15.3 For trouble redeeming your codes, you should first contact the relevant distribution channel (i.e. Steam) for technical assistance.

16. [Refunds and Returns](#)

- 16.1 When a Customer complaint is made about a Listed Product or purchase, Lasoo will facilitate the complaint (and any potential refund) with the Merchant via the functionality enabled on the Lasoo Platform.

17. [Problems with your goods – contacting us](#)

- 17.1 If you have a problem with Listed Products, you may contact the Seller directly through our Help Centre. We will otherwise assist you to contact the Seller if you contact us.

- 17.2 If your Listed Products still have a valid manufacturer warranty, we recommend you first contact the manufacturer in relation to any fault or defect, however, you may still contact us.
- 17.3 Once an item is returned the Seller will either inspect your goods and investigate any claimed defect or in some cases, send the goods to third parties for assessment and/or repair. Where applicable the Seller may provide a remedy in relation to your Listed Products.
- 17.4 If the Seller does not believe a remedy is applicable upon inspecting your Listed Products (for example, where the Seller believes the goods have been misused, or there was a failure to use in accordance with manufacturer's instructions, used it in an abnormal way or there has been a failure to take reasonable care), the Seller may reject your claim and return your Listed Products to you. You must cover the cost of return shipping in order to receive Listed Products the Seller has rejected on inspection, and the Seller will provide you with instructions on how to make this payment.
- 17.5 Refunds will be issued using the payment method used for purchase. If you have an account with us, store credits will be issued to the account used to purchase the Listed Products.
- 17.6 We aim to process refunds and replacements within 28 days of receipt by us of the original product, however, depending on your item and the number of returns in our system, this may take longer.
- 17.7 In the case of goods and/or services redeemable through a third party provider, the refusal of a refund or Store Credit does not prevent you from seeking a refund directly from the provider.

18. Defective Goods

- 18.1 All goods sold on Lasoo are by Sellers and come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.
- 18.2 Any product warranty given by Lasoo Sellers will apply in addition to other rights and remedies you may have under the Australian Consumer Law.
- 18.3 Goods that you purchase from our site from Sellers may contain warranty documents on or inside the packaging provided by the manufacturer of the product. Any such warranty documents are not given by Lasoo's Sellers, and rights you may have in relation to those warranties are separate to any warranty rights given to you by Lasoo Sellers. Some warranty documents provided by manufacturers of imported goods may not apply in Australia. You should contact the manufacturer identified on the warranty document to determine whether or not the warranty applies to the goods in Australia and, if so, how you should go about making a claim under such a warranty.

19. Dispute Resolution – Seller Goods

- 19.1 The Seller has made returns and refunds policies and procedures available to you as part of the listing for the Seller's goods and services.
- 19.2 If you have a query or complaint with a Seller, Lasoo will resolve the incident with you in accordance with the law and Lasoo's stated policies.
- 19.3 Where you have lodged a complaint about a product or service or a purchase, Lasoo will facilitate the complaint with the Seller via the functionality enabled on the Lasoo Platform.
- 19.4 The Seller is responsible for acceptance and processing of returns, and arrangement or replacement or repairs, and is liable for payment of refunds, where applicable.
- 19.5 Any dispute or controversy arising from these Terms that cannot first be settled by mutual negotiation between the parties must, prior to the issue of any formal legal proceedings in a court, must be submitted to a binding arbitration in accordance with and subject to the Resolution Institute Arbitration Rules. Unless the parties agree on an arbitrator, either party may request a nomination from the Chair of the Resolution Institute.
- 19.6 The place for any arbitration conducted in relation to these Terms shall be in Sydney, NSW, Australia and all proceedings shall be conducted in English.

20. Purchase and Sale of Liquor or Alcohol Products

- 20.1 Lasoo supports the Responsible Service of Alcohol, as defined under relevant laws and regulations. It is against the law to sell or supply liquor or alcohol products to, or to obtain liquor or alcohol products on behalf of, a person under the age of 18 years.
- 20.2 Lasoo is not regulated as a supplier of liquor or alcohol products, as it neither sells or delivers such products. It may facilitate a market where Sellers offer liquor or alcohol products to you, but Lasoo is not responsible for matters related to such supply, including without limitation where the liquor or alcohol products are delivered on the same day or to intoxicated persons. If you order liquor or alcohol products, you release us of all liability as a supplier of such products.
- 20.3 Certain laws may declare your area a dry zone. As a consequence, Sellers may be unable to deliver orders for liquor or alcohol products to certain addresses.
- 20.4 Certain laws may also mean that Sellers will be unable to deliver orders for liquor or alcohol products on the same day or at certain times of day.
- 20.5 By placing an order for liquor or alcohol products, you represent and warrant that you and/or the

recipient of the products are at least 18 years old and are not intoxicated at the time of placing the Order. It is an offence to falsely represent a person of legal age to order liquor or alcohol products and to obtain liquor or alcohol products on behalf of a person who is under 18 years. You will be required to provide evidence of your identity and age using a valid form of identification (**ID Evidence**). Lasoo may use a digital ID provider to verify ID Evidence. Lasoo's acceptance of ID Evidence is in Lasoo's absolute discretion. You may also be required to verify your identity on delivery of the liquor or alcohol product.

- 20.6 Customers may request self-exclusion from same day delivery of liquor or alcohol products from a Seller on the Lasoo platform. If a Customer requests self-exclusion, Lasoo will advise the Seller not to supply liquor or alcohol products to that Customer.

21. Social Media and Content

- 21.1 You understand that all information, such as comments, messages, text, files, images, photos, video, sounds and other materials (**Content**) posted on, transmitted through or linked from the Lasoo Platform or other like application or site that allows for the publication of user generated material (**Social Media**), is the sole responsibility of the person from whom such content originated.
- 21.2 You understand that we do not control and are not responsible for content made available through the Lasoo Platform unless it originates from us. Consequently, by using the Lasoo Platform you may be exposed to content provided by third parties that is offensive, indecent, inaccurate, misleading or otherwise objectionable. You use the Lasoo Platform at your own risk and to the extent permissible at law we do not accept liability in this regard.
- 21.3 As a member or participant on the Lasoo Platform, you agree that you are responsible for any content submitted, posted or made available through the Lasoo Platform and you must not post (or allow) content to be posted that:
- (a) you do not have the right to post;
 - (b) is defamatory or in contempt of any legal or other proceedings;
 - (c) is misleading or deceptive;
 - (d) is offensive or discriminates against any group of persons being a group defined by reference to colour, race, sex, origin, nationality or ethnic or national origins;
 - (e) denounces religious or political beliefs;
 - (f) contains religious or political material;
 - (g) is indecent, obscene, vulgar, pornographic or offensive;
 - (h) infringes any copyright, trade mark, patent or other intellectual property right of another person;

- (i) contains any unsolicited or unauthorised advertising or promotional material;
- (j) contains or links to viruses, malware, spyware or similar software; or
- (k) impersonates any person or misrepresents your relationship with any person.

21.4 We reserve the right, at our absolute discretion, to pre-screen, refuse or remove any content from the Lasoo Platform without giving any reasons.

21.5 You understand and agree that we may retain server and backup copies of your submitted content even if you have altered, removed or deleted your content from public display.

22. Intellectual Property

22.1 All content, graphics, user and visual interfaces, photographs, trade marks, logos, sounds, music, artwork, and computer code, including but not limited to the design, structure, selection, coordination, expression and arrangement of such material contained or used in the Lasoo Platform is either owned, controlled, or licensed to Lasoo, or is otherwise subject to the intellectual property rights of third parties and is protected by copyright, patent and trademark laws and various other intellectual property rights. We reserve all intellectual property rights, including but not limited to, copyright in material and/or services provided or authored by us. Nothing in these Terms gives you a right to use any of our marketing material, business names, trademarks, logos, domain names or other distinctive brand features.

22.2 Other trademarks used on the Lasoo Platform that belong to third parties are used with permission and remain the intellectual property of the third party.

22.3 You may not:

- (a) modify or copy the layout or appearance of the Website nor any computer software or code contained in the Website; or
- (b) decompile or disassemble, reverse engineer or otherwise attempt to discover or access any source code related to the Website.

22.4 If you correspond or otherwise communicate with us, you automatically grant to us an irrevocable, perpetual, non-exclusive, royalty-free, world-wide licence to use, copy, display and distribute the Content of your correspondence or communication and to prepare derivative works of the Content or incorporate the Content into other works in order to publish and promote such content. This may include, but is not limited to, publishing testimonials on the Lasoo Platform and developing your ideas and suggestions for services.

23. Transfer and Assignment

- 23.1 You agree and acknowledge that, in the event that we merge, sell or otherwise change control of our company, our business or the Lasoo Platform to a third-party.
- 23.2 We shall be permitted without giving notice or seeking prior consent from you, to disclose the personal information and other data that we have collected from you to the third party.
- 23.3 We shall be entitled to assign the benefit of any agreements we have with you to the third party.

24. General

- 24.1 These Terms do not guarantee the ongoing provision of the services. Lasoo may, at any time and at Lasoo's absolute discretion, restrict or modify the Customer's use of the services.
- 24.2 We will not be liable for any delay in performing any of our obligations under these Terms if such delay is caused by circumstances beyond our reasonable control.
- 24.3 These Terms will be governed by and interpreted in accordance with the laws of New South Wales, Australia. You irrevocably submit to the exclusive jurisdiction of the courts of the State of New South Wales, Australia.
- 24.4 If any part of these Terms is found to be void, unlawful or unenforceable then that part will be deemed to be severable from the balance of these Terms and the severed part will not affect the validity and enforceability of any remaining provisions.
- 24.5 If we do not exercise or enforce any right or provision under these Terms, it will not constitute a waiver of such right or provision. Any waiver of any provision under these Terms will only be effective if it is in writing and signed by us.

25. Privacy and Personal Information

- 25.1 If you provide us with any personal information our Privacy Policy will govern how we will use or disclose that information. Please review and understand our Privacy Policy.