



# Kit Website Terms of Use

Version 4 April 2025

## 1. General

- In these terms, "we", "us" and "our" means Kit, CBA New Digital Businesses Pty Ltd (ABN 38 633 072 830) (NDB). The term 'NDB Group' is a reference to any Related Body Corporate of NDB (as that term is defined in the Australian Corporations Act).
- Please read these terms carefully as they apply to your access and use of this website, including any content on it (the **Site**). By accessing or using the Site you agree to be bound by these terms. For the avoidance of doubt, the Site is for informative purposes only and does not include any web application to download, apply for or manage any account.
- Certain parts of the Site or features we may make available may be subject to separate or additional terms. Your use of those parts of the Site or features constitutes your acceptance of those terms.

## 2. Our IP

- The Site and all associated intellectual property rights (**Our IP**) are the sole and exclusive property of us or our licensors. Nothing you do on or in relation to the Site will transfer any intellectual property rights to you or, except for the licence granted in the paragraph directly below, licence you to exercise any intellectual property rights unless this is expressly stated.
- We grant you a limited, non-transferable licence to access and use Our IP solely for your own personal purposes. Any access, use or copying of the Site for any other purpose is expressly prohibited.'

## 3. Your content

- Any information, such as your name and email address, that you provide to us via the Site, (**Your Content**) will remain owned by you, and does not form part of the "Site" or "Our IP" for the purposes of these terms.
- You grant us a royalty-free, perpetual licence (including a right of sublicense) to use, copy and modify Your Content in connection with our provision of the Site and as otherwise contemplated by these terms. We will keep Your Content in accordance with clause 6 below (Privacy).



#### 4. Your obligations

You must not, when using the Site:

- distribute viruses, spyware, corrupted files, or any other similar software or programs that may damage the operation of any computer systems;
- use the Site or Our IP in any manner that is not expressly permitted under these terms;
- use the Site or Our IP for any purpose that is unlawful or that would give rise to any civil or criminal liability for yourself, us or any third party;
- remove, alter or obscure any identification, copyright, trademark or other proprietary notices, labels or marks (if any) on the Site;
- collect or store data about other users of the Site;
- attempt to gain unauthorised access to, or disrupt the integrity or performance of, the Site; or
- use the Site *in any other manner that adversely impacts the ability of others to use the Site.*

#### 5. Links

If you link our Site to any material you distribute, including emails or your website, the following terms in this clause 5 (*Links*) apply:

- Your Site must not contain the following: (a) illegal, sexually explicit, pornographic, or otherwise offensive or distasteful material; (b) content promoting gaming, wagering or betting sites; (c) instructions on the manufacture and/or use of illegal drugs, or other dangerous materials; (d) material that promotes harassment, hatred or discrimination based on age, race, religion, gender, sexual preference or any other factor; (e) defamatory, disparaging, abusive, threatening or offensive messages (whether aimed at our company or a third party); and/or (f) false or misleading information about our products and services or products and services of a member of the NDB Group; and
- To the extent permitted by law, neither we nor any other company in the NDB Group will be liable for any loss or damage from any cause (including negligence) to your site(s) and/or system(s), or to people linking to us from your site(s), caused by or in connection with your link to our Site. If you create a link to our Site, you remain fully responsible for any consequences of that link, whether direct or indirect, and you will protect us against all loss, damage, liability, cost or expense arising from or in connection with the link.

#### 6. Privacy

You may provide us with personal information when using the Site. By using the Site, you consent to us collecting, storing, using and disclosing your personal information in accordance with our Privacy Policy, available at [www.heykit.com.au/legal](http://www.heykit.com.au/legal)



## 7. Disclaimer

- While all information contained on this Site is given in good faith and has been taken from sources believed to be accurate, we have not verified the information. You acknowledge that we do not intend to provide any legal, financial, taxation, accounting or other professional advice on this Site, and the Site does not contain any advice that has been tailored for you or your circumstances, goals or needs. Any advice on the Site or contained in any content on the Site is general advice only. We make no warranty as to the form, content or appropriateness of the Site for you and recommend that you seek legal, financial, accounting and other professional advice in connection with your use of and reliance on the Site.
- Some of the information on the Site may be provided by third parties. While we believe that these third parties are reliable sources of this information, we cannot guarantee that this information, nor any other information on the Site, will always be accurate, up-to-date or complete.
- If you leave this Site via a link contained within it, and view content that is not provided by a company that is not in our NDB Group, you do so at your own risk. The content to which you link will not have been produced, checked for accuracy, or otherwise reviewed by a company in the NDB Group. No company in the NDB Group is responsible for damages or losses caused by any delays, defects or omissions that may exist in the services, information or other content provided in such site, whether actual, alleged, consequential or otherwise. No company in the NDB Group makes any guarantees or representations as to, and shall have no liability for, any electronic content delivered by any third party. Links to other websites are provided for convenience only and do not represent any endorsement by us of the products or services offered by the website owner.

## 8. Warranties and liability

Subject to clause 9 (Implied warranties), all express or implied guarantees, warranties, representations, statements, terms and conditions which are not expressly set out in these terms are excluded.

In particular, and without the sentence directly above:

- while we endeavour to provide a convenient and functional Site, we do not guarantee that: (a) the information and materials found or offered on the Site will be suitable for your particular purposes; or (b) your use of the Site will be uninterrupted, error free or that the Site is free of viruses or other harmful components;
- the Site may, from time to time, be unavailable due to scheduled maintenance, system or software updates, upgrades, or changes and operational procedures; and
- we are not responsible for any loss, corruption or interception of data sent to or from the Site which occurs outside of our computer systems (such as those which occur while being sent over the internet).

We recommend that you install and use up-to-date anti-virus, anti-spyware and firewall software on your computer.



## 9. Implied warranties

Nothing in these terms excludes, restricts or modifies any guarantee, term, condition, warranty, or any right or remedy, implied or imposed by any law or legislation which cannot lawfully be excluded or limited, including the Australian Consumer Law which contains guarantees that protect the purchasers of goods and services in certain circumstances.

If any guarantee, term, condition or warranty is implied or imposed in relation to these terms under the Australian Consumer Law or any other applicable legislation (a **Non-Excludable Provision**) and we are able to limit your remedy for a breach of the Non-Excludable Provision, then our liability for breach of the Non-Excludable Provision is limited to one or more of the following at our option:

- in the case of goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired; or
- in the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again.

## 10. Liability

- Subject to clause 9 above (Implied warranties) and our obligations under the Non-Excludable Provisions, to the maximum extent permitted by law our maximum aggregate liability for all claims arising under or relating to these terms or their subject matter in each calendar year, whether in contract, tort (including negligence), in equity, under statute, based on fundamental breach or breach of a fundamental term or on any other basis, is limited to AU\$100.
- To the maximum extent permitted by law, we are not liable for any indirect or consequential loss, or loss of business, goodwill, reputation or for business interruption.
- A party's liability to the other is diminished to the extent that the acts or omissions (or those of a third party) contribute to or cause the loss or liability.
- You must indemnify us against any claim, proceedings, loss, damage, fine, penalty, interest and expense arising out of or in connection with your breach of clauses 4 (Your obligations) and 5 (Links).

## 11. Modifications

- We may: (a) vary these terms and/or our logos; and (b) modify, suspend or cease the Site or access to any links from this Site.
- Your continued access or use of the Site following any variation referred to in the paragraph directly above will constitute your acceptance of the variation.
- If you do not agree to any variation, you may stop using this Site.



## 12. Infringing or objectionable content

If you believe that the Site contains elements that are objectionable, or infringe copyright or any other rights, please contact us via email at [support@heykit.com.au](mailto:support@heykit.com.au), and provide particulars of such content and a detailed description of why it is objectionable or infringing.

## 13. General

- Neither party will be liable for any failure or delay in performing any of its obligations under these terms if such delay is caused by circumstances beyond that party's reasonable control.
- If any part of these terms is held to be unenforceable, the unenforceable part is to be given effect to the greatest extent possible and the remainder will remain in full force and effect.
- Your use of this Site is governed by the laws of New South Wales, Australia, and any dispute arising out of such use of the website or these terms and conditions is subject to in the laws of New South Wales, Australia.
- These terms constitute the entire agreement between us and you in relation to your use of the Site and supersede all other communications or displays whether electronic, oral, or written, between us and you in relation to such use. However nothing in these terms limits any liability either party may have in connection with any representations or other communications (either oral or written), which liability may not be excluded by law.
- Your use of the Site is conducted electronically and we may communicate with you electronically for all aspects of your such use.
- The provisions of these terms which by their nature survive termination or expiry of these terms will survive termination or expiry of these terms.
- No waiver, delay or failure by a party to take any action will constitute or be construed as a waiver of that or any other term, condition, option, privilege or right either party may have.
- Unless otherwise stated expressly, products and services referred to on this website are intended for Australia only.
- This Site may use cookies and/or other software to monitor browsing preferences and use. If you allow cookies to be used, personal information may be stored by us or our third party service providers in accordance with our Privacy Policy available at [www.heykit.com.au](http://www.heykit.com.au)
- The word "including" when used in these terms is not a term of limitation.

## 14. Sending you marketing and commercial messages

This clause relates to the marketing and commercial electronic messages we may send you.

If you provide us with your contact details (such as your email, telephone number) and other personal information, you agree that we may use them to communicate with you (unless you tell us not to), including:

- to send you commercial electronic messages;
- for direct marketing purposes; and
- to make phone calls to you on an ongoing basis.



By registering for online services or accessing Kit applications (such as the Kit app), you also agree that (unless you tell us not to) we may send you commercial electronic messages and/or direct marketing through these online services and apps (including push notifications, in-app messages and notifications, or messages to your Kit app inbox).

If you use a virtual assistant that may be available in our online services or app, you agree that the virtual assistant may send you commercial electronic messages or direct marketing in its responses to the prompts you submit to the assistant.

We may use third party service providers such as marketing companies or mail houses to send messages on our behalf for direct marketing purposes. You agree that (unless you tell us not to) we may share your personal information with marketing companies or mail houses so they can send you direct marketing messages on our behalf.

### **Changing your preferences**

We will provide you with options you may use to opt out of receiving commercial electronic messages we send you and to choose the way we send them to you. While in some cases one of the options may be an unsubscribe facility, you agree we are not required to include an unsubscribe facility in commercial electronic messages we send you.

Opting out of commercial electronic messages may impact our ability to provide you with information about all the benefits that are available as our customer. There are, however, messages that we must be able to send you and which you will not be able to opt out of receiving.