

# Crafte - Terms of Use (Consumer)

## Crafte Terms of Use – Consumer

### 1. About these Terms of Use

- a. Lightbulb Solutions Pty Ltd (Trading as 'Crafte') (ABN 32 630 439 557) ('Crafte', 'we', 'us', or 'our') provides the internet-based platform known as 'Crafte', together with its functionalities, features, websites, APIs and related software (Platform). You can contact us at [hello@crafte.com.au](mailto:hello@crafte.com.au)
- b. These Terms of Use (Terms) set out the terms by which a customer or potential customer of certain merchants (Consumer) is permitted to access and use our Platform and services. Any reference to 'you' or 'your' is a reference to a Consumer.
- c. By accessing and using the Platform, you agree to be bound by these Terms, which form a contract between you and us. If you don't agree to these Terms, you're not permitted to access or use the Platform.
- d. We may update these Terms from time to time by publishing an updated version on the Platform or by providing written notice to you. The updated version will apply to your access and use of the Platform from the date of publication or our written notice.
- e. For completeness, there's another important document you should know about: the Crafte Privacy Policy, which is incorporated into and forms part of these Terms. Please see our [Privacy Policy here](#).
- f. A Merchant's liability for goods and services is governed by the Australian Consumer Law. Nothing in these Terms limits your rights under the Australian Consumer Law, including guarantees about the quality of products.
- g. A Merchant's liability for goods and services is governed by the Australian Consumer Law (ACL), as set out in the Competition and Consumer Act 2010 (Cth). Nothing in these Terms limits your rights under the ACL, including guarantees about the quality of products.

### 2. About you

- a. These Terms apply to Consumers. If you are a product vendor, retailer or merchant (or a representative of one) (Merchant), the Merchant Terms of Use will apply to you. Please see our Merchant Terms of Use [here](#).
- b. You warrant that you are authorised to be bound by these Terms, including in circumstances where you act for any business or company that you register an account on behalf of.
- c. You are responsible for:
  - i. correctly setting up your account; and
  - ii. the accuracy and reliability of all information, content, data or communications that you (or any third party authorised by you) submit via the Platform.
  - iii. You are responsible for communicating with the Merchant directly in relation to shipping, returns, refunds, or any other product or order inquiries. Crafte is not responsible for the completion of any purchases or delivery. However, nothing in these Terms limits your rights under the Australian Consumer Law, including the right to a remedy for faulty products.
- d. As a Consumer, it is your responsibility to ensure that you:

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- i. when purchasing product or other products, understand you are entering into an agreement to purchase that product from the Merchant and not from Crafte;
- ii. have read and accept any shipping, returns and refunds policies provided by the Merchant (and any other policies or terms outlined by the Merchant) before purchasing a product from them. The Merchant may make such terms available to you via a receipt issued through the Platform, but Crafte is not responsible for providing this to you and you should contact the Merchant directly with any queries or concerns;
- iii. communicate with the Merchant directly in relation to shipping, returns, refunds or any other product or order enquiries. Crafte is not responsible for the completion of any purchases or delivery, and accepts no liability for same (for example, for circumstances such as if a Merchant cancels an order, fails to ship an order, does not ship an order within a reasonable timeframe; or ships an order that is incorrect, damaged or incomplete);
- iv. engage with the Merchant before purchase if you have any questions or concerns about the relevant product or Merchant validity. Crafte is not responsible for the provision of any form of compensation if a buyer purchases an illegitimate product or a product from an illegitimate Merchant that is not authorised to sell that product; and
- v. supply correct and up to date delivery information to the Merchant.

### **3. Access and intellectual property**

- a. If you successfully register an account with us or access or use the Platform as a guest, we will grant you a non-exclusive, non-assignable and non-transferable licence to access and use the Platform for the particular features and functionalities we have agreed to provide you with or have otherwise made available.
- b. This licence is conditional on you complying with:
  - i. these Terms, and the terms of any other written agreement or separate arrangement we have with you; and
  - ii. any other reasonable requests made by us, in relation to your use of, and access to, the Platform.
- c. All material including domain names, names, text, graphics, images, photographs, illustrations, diagrams, logos, buttons, icons, software, and all products, services, processes, and technologies described on the Platform or our website (Material) is owned exclusively by Crafte, its related bodies corporate, or other third-party licensors (such as Merchants), unless expressly indicated otherwise.
- d. Nothing in these Terms or within the Platform will be taken as granting you ownership of the Material or any proprietary right to the copyright, trademarks, patents or other intellectual property rights of Crafte its related bodies corporate or any third party. You may not sell, modify, copy, distribute, transmit, display, perform, reproduce, republish, licence, frame, upload, transmit, post, communicate or use the Materials except:
  - i. as expressly authorised either on the Platform or in these Terms; or
  - ii. with prior written authorisation from writing Crafte
- e. For the avoidance of doubt, the words 'Crafte' and all product and service names, design marks and slogans are our trademarks or service marks. You may not use any trademark or service mark appearing on the Platform without the prior written consent of Crafte or the owner of the trademark.

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- f. If you are invited to post content on the Platform, Crafte reserves the right (but assumes no obligation) to remove or amend any such content. Crafte reserves the right not to accept unsolicited content or other material.
- g. You grant us a non-transferrable, non-exclusive and royalty free licence to:
  - i. store and generally use, copy or modify any content, data or Material provided by you to us for the purpose of providing our services;
  - ii. use any feedback or information you provide to us for the purposes of changing, enhancing or improving our Platform (with any such changes, enhancements or improvements to be owned by us); and
  - iii. use your provided images or other media (in any form) for the purpose of marketing the Platform and our business.
- h. You represent and warrant that you have all the necessary rights, consents and permissions to grant us the licences referred to in clause 3(g) above, and that our use of this content will not infringe the rights of any third party or breach any applicable law.

### **4. Responsible service of alcohol**

- a. Under Australian laws, alcoholic beverages can only be purchased, sold or supplied to persons aged 18 years or over.
- b. By purchasing alcohol, viewing a Merchant webpage that sells alcohol, or becoming a member of a Club that sells alcohol, you confirm that you are at least 18 years of age (or the legal drinking age in your jurisdiction). You agree to comply with all applicable laws, including those regarding the purchase, sale, and consumption of alcohol.
- c. Crafte encourages the responsible consumption of alcohol and also recommends that alcohol only be enjoyed in moderation.

### **5. Payment to Merchants**

- a. We are not responsible for payments made to the Merchant. In case of any disputes or issues relating to payments or transactions, you should communicate directly with the Merchant.
- b. When you make a purchase from a Merchant, we do not see, touch, transmit or store your credit card data. All credit card data is stored by our nominated payment services provider, PayAdvantage, whose Terms and Conditions and Privacy Policy can be found at <https://www.payadvantage.com.au/terms-of-service/>.

### **6. Acceptable use**

You must:

- i. only use the Platform for its intended purpose (to peruse, interact with, and purchase product or other products from Merchants via the Platform (or store your preferences));
- ii. comply with our reasonable directions and restrictions regarding access to and use of the Platform, for including any instructions to remove information or data; and
- iii. immediately cease any use of the Platform that, in our opinion, does not constitute acceptable use and has been detailed in a notice from us to you.

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- a. You must not do any of the following in relation to the Platform or your dealings with us
  - i. post or transmit any message, information, data, text, software or images, or other materials (Content) that is unlawful, harmful, threatening, abusive, harassing, sexually explicit, defamatory, vulgar, obscene, libellous, hateful, racially, ethnically or otherwise objectionable or invasive of another's right of privacy. Crafte reserves the right to moderate (review, approve or remove) any Content without consultation with or approval by the poster or responsible individual;
  - ii. impersonate any person or entity or to falsely state or to otherwise misrepresent your affiliation with a person or entity;
  - iii. permit any unauthorised person to access or use the Platform, or share your account details with any third parties;
  - iv. post or transmit any Content that you do not have a right to reproduce, display or transmit or that infringes the rights of any person, or entity;
  - v. post or transmit any Content that contains a virus, malicious code or corrupted data;
  - vi. use any device, software, or routine that interferes with or attempts to interfere with the proper functionality of the Platform;
  - vii. decipher, decompile, disassemble or reverse engineer any of the software that makes up the Platform or the Materials, attempt to do the same or otherwise attempt to create derivative works from the Platform;
  - viii. not infringe on any manner in person's rights, including intellectual property and proprietary rights, confidentiality or contractual rights;
  - ix. breach any laws or regulations, or engage in any conduct that encourages or assists in the commission of any illegal act; or
  - x. Collect or use any personal information from other users without their consent, except as permitted by our Privacy Policy.

### **7. Clubs and Club Subscriptions**

- a. Crafte Merchants may operate Member Clubs. You must choose to enable Consumers to become a Member (Member) of a Merchant club (Club) to access the products, pricing and offers of the Club.
- b. Merchants may sell products through the Club as part of a subscription (Subscription) and/or as a discrete (Discrete) transaction. In the case of a Subscription a Member commits to purchase an agreed quantity and/or value of products at an agreed frequency ,and commits in advance to make that purchase, in order to access the products. pricing and offers of the Club. Where a Merchant offers Discrete transaction through membership to a club, the Member makes no commitment to purchase an agreed quantity and/or value of products.

#### **Clubs**

- c. On joining a Club you agree to meet the minimum order quantity and order frequency requirements of a Club.
- d. You may cancel your membership at any time; however, please note that some membership types may require notice in advance of a billing cycle. In case of faulty products or breaches of ACL, you are entitled to a remedy (e.g., repair, replacement, or refund). To cancel your membership go to <https://crafte.com.au/account/clubs> select the Club you would like to Cancel and select Yes.

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- e. We or the Merchant reserve the right to terminate your Membership of a Club if you breach these terms and conditions.
- f. Maintaining an active credit card is a requirement of Membership with a Club. Your Membership may be terminated should your card be invalid for more than 3 months.
- g. By becoming a Member of a club, you agree to receive email correspondence from Crafte or the Merchant. It is your responsibility to ensure that the Club's email addresses ([Clubs@crafte.com.au](mailto:Clubs@crafte.com.au) or 'Merchant email address') are whitelisted in your mail program to ensure deliverability. A Club does not accept responsibility for non-delivery of emails. Instructions for whitelisting can be found in our Help Centre, please contact us if your mail program is not covered in this list.
- h. Upcoming Club offers including Club only products and pricing are announced via email from the Merchant in the period preceding the Cutoff. The Merchant may send you an email containing Club offers available via the Crafte website.
- i. All prices are in Australian Dollars (AUD), are inclusive of GST, and inclusive of postage unless otherwise indicated. If you have placed an order, we undertake to fulfil your order at the price listed at the time you ordered. When placing orders, check your Orders in your My Account for the final amount to be charged.
- j. Merchant policies on Refunds and Returns are specified on joining a Club and can be found at [www.crafte.com.au/about](http://www.crafte.com.au/about). Generally, where you change your mind, you are responsible to return the product to the Merchant at your cost before a refund is paid. Postage and Transaction and Administrative Fees are non-refundable.

### Club Subscriptions

- k. Your Subscription to a Club (Club Subscription) and How it Works:
  - i. On making a Club Subscription you agree to meet the minimum order quantity and order frequency requirements of a Club.
  - ii. You can elect to cancel your Club Subscription at any time before the Club billing date.
  - iii. The Club Subscription billing process takes place on the day(s) set by the Club, generally the first or fifteenth of each month.
  - iv. You agree that if you fail to cancel a Club Subscription before the Cutoff your registered credit card will be debited and the products will be delivered to the address provided by you at registration – Cancellations and Refunds in detail below.
  - v. At all times the Merchant will attempt to forecast that sufficient stock is available to meet projected Club Subscription demand, however on those occasions where demand exceeds stock on hand, then available stock will be allocated strictly in order of date of the Member's Subscription Confirmation.
- l. Charging your card:
  - i. Your card will be charged on the billing date set by the Club.
  - ii. Successful transactions will receive a Merchant tax invoice via email and declined transactions will be notified via email.

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- iii. The Merchant may re-attempt to charge declined cards. It is your responsibility to ensure you have sufficient funds on your card and to update your account with your new card details before your current card expires.

### **8. Delivery and Shipping**

- a. The Merchant will ship products to you according to the instructions agreed upon when you confirm your Club Subscription.
- b. Shipping & handling costs are included in the charge to your credit card.
- c. If you do not receive your products within a reasonable time or if the product is damaged during shipping, contact the Merchant. If the product is faulty, you are entitled to a remedy under Australian Consumer Law, which may include a replacement or refund.
- d. Should the product be damaged in transit, please the Merchant know and they can arrange a replacement of the product. The Merchant reserves the right to request evidence of damage in transit.
- e. A person must not order or request a person under the age of 18 years to take delivery of liquor purchased from a Merchant.

### **9. Third party links and information**

- a. The Platform may contain links or other connections to websites operated by parties other than Crafte (Third Party Links).
- b. We are not responsible for any information, products, or services provided through third-party websites, and we make no representations or warranties regarding their accuracy, completeness, or legality.
- c. Our inclusion of Third Party Links or other connections to third party websites does not imply any endorsement of the material on them or any association with their owners or operators.
- d. Websites accessed via Third Party Links may contain advertisements by other entities. These advertisements are not recommendations or endorsements by Crafte and Crafte is not responsible for the products and/or services being advertised.
- e. We are not responsible for any information, products, or services provided through third-party websites, and we make no representations or warranties regarding their accuracy, completeness, or legality.

### **10. Security**

- a. We take the security of the Platform very seriously.
- b. We use what we believe to be reasonable security measures to prevent unauthorised use of, or access to information. However, the Internet is not a completely secure environment – you should be aware that information sent by you through the Internet can be accessed, tampered or used in an unauthorised manner by third parties. If you provide us with information via the Internet (including through the Platform), you accept this risk.

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- c. We will perform backups at such times and intervals as are reasonable for our business purposes. We do not warrant that we are able to backup or recover specific content or information from any period of time, and you should store any information you might need locally.
- d. You agree that you:
  - i. will not do anything to prejudice the security or privacy of the Platform or the information on the Platform;
  - ii. are solely responsible for maintaining the confidentiality of your account details, including your login credentials, and for all activities that occur under your account; and
  - iii. will notify us immediately if you become aware of any unauthorised access to the Platform.

### 11. Privacy and Confidentiality

- a. In order to provide you with access to and the functionality of the Platform and provide our services, we may need to collect and use certain personal information.
- b. We collect, use and handle any personal information you share with us in accordance with:
  - i. our Privacy Policy; and
  - ii. applicable privacy laws, including the Australian Privacy Act 1988 (Cth).
- c. By providing your personal information, you consent to receive marketing communications from Crafte or the Merchant. You can opt out of such communications at any time by following the unsubscribe instructions in any communication we send to you.
- d. You must not share any personal information about another person with us, unless you have obtained their consent to do so.

### 12. Risk Allocation

- a. You are solely responsible for determining that the Platform meets your needs and is suitable for the purposes for which it is, or is intended to be, used by you.
- b. To the extent permitted by law, you acknowledge and agree that the use of the Platform is at your own risk. However, nothing in these Terms limits your rights under the Australian Consumer Law, including the guarantee of services being provided with due care and skill.
- c. Under no circumstances will Crafte be liable for:
  - i. any illness, injury, or death resulting from use of the Platform; or
  - ii. any other any direct or indirect, incidental or consequential damages, loss/corruption of data, or any similar sort of loss resulting from your access to, use of, or inability to use the Platform or any Content, whether based on warranty, contract, tort, negligence, in equity or any other course of action, and whether or not we knew (or should have known) of the possibility of such a loss.
- d. You agree to indemnify us for any loss, damage or claim (including the loss or corruption of data, goodwill, bargain, opportunity or anticipated savings) that we may suffer or incur as a result of any breach by you of these Terms.
- e. Crafte makes no representation or warranty:

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- i. as to the availability of any product, good, service, process or technology described on the Platform;
  - ii. that the functions contained in the Platform or your access to the Platform will be error-free;
  - iii. that any defects on the Platform or the Materials will be corrected;
  - iv. that any information, apparatus, product, software or process used or disclosed on the Platform or any Material accessible from the Platform will be accurate, up to date, complete or useful;
  - v. that the Platform or the server which stores and transmits the Material to you are free from viruses or any other harmful components; or
  - vi. that the Material or Platform is appropriate or available to be used in locations outside of Australia. Those who chose to access the Platform from locations outside of Australia do so at their own initiative and are responsible for compliance with local laws.
- f. These Terms do not relate to your purchase, use or consumption of any product, service, process or technology described on the Platform and you are referred to the specific Merchant and individual product warranty relevant to that particular product, service, process or technology.

### 13. Risk Allocation

- a. If you fail to comply with these Terms or the terms of any other written agreement with us, or we reasonably suspect that you are not using the Platform for its intended purpose or acting in accordance with these Terms or any other written agreement with us, we may revoke or suspend your access to the Platform, or cancel or terminate your account.
- b. If your account is cancelled or we otherwise permanently end your access to the Platform, any data or information we collect about you may be permanently deleted or de-identified.
- c. Termination or expiration of your right to access or use the Platform will not affect any accrued rights, indemnities or any other provisions of these Terms that are intended by their nature to survive termination or expiration.

### 14. General

- a. **Jurisdiction:** These Terms are governed by the laws of Queensland, Australia, but nothing in these Terms limits your rights under the Australian Consumer Law.
- b. **Severability:** If any part of these Terms is invalid, unenforceable or illegal, the remaining Terms will continue to apply.
- c. **Assignment:** You must not assign or novate these Terms (or deal with a benefit or a right under them, in any other way) without our prior written consent, which may be withheld at our absolute discretion. We may novate or assign our rights and obligations under these Terms at any time and without notice to you.
- d. **Force majeure:** Neither party will be liable by reason of any failure or delay in the performance of its obligations due to events which are beyond the reasonable control of that party (including a failure by a third party provider, pandemic, strikes, shortages, riots, war, terrorism, government action, fires or natural disasters such as floods, earthquakes or hurricanes).



**15. Dispute Resolution**

- a. **Initial Discussion:** In the event of any dispute, claim, or disagreement arising out of or relating to these Terms, the Platform, or any transactions conducted on the Platform (a "Dispute"), you agree to first attempt to resolve the Dispute through informal discussions with Crafte. You can contact us at [hello@crafte.com.au](mailto:hello@crafte.com.au) to initiate such discussions.
- b. **Mediation:** If the Dispute cannot be resolved through informal discussions within 14 days, either party may request that the Dispute be referred to mediation. The mediation shall be conducted by a mediator agreed upon by both parties. If the parties are unable to agree on a mediator, the mediator shall be appointed by the President of the Queensland Law Society (or their delegate).
- c. **Arbitration:** If the Dispute is not resolved through mediation within 30 days from the initiation of mediation, either party may refer the Dispute to arbitration. The arbitration will be conducted under the Australian Centre for International Commercial Arbitration (ACICA) rules, or any other rules agreed upon by both parties. The arbitration will take place in Brisbane, Queensland, and will be conducted in English. The decision of the arbitrator will be final and binding on both parties.
- d. **Jurisdiction:** Any legal proceedings arising out of or relating to these Terms or the Platform shall be brought in the courts of Queensland, Australia. Both parties agree to submit to the non-exclusive jurisdiction of those courts.
- e. **Costs:** Each party will bear its own costs of the dispute resolution process. However, the arbitrator may award costs in their decision if appropriate.
- f. **Urgent Relief:** Nothing in this clause prevents either party from seeking urgent or interlocutory relief from a court of competent jurisdiction if required.