



WEBSITE TERMS AND CONDITIONS OF USE

Last Updated: 01 January 2024

Welcome to the Quick Card Online Store and associated Company websites. These terms and conditions ("Terms") constitute a legally binding agreement between Quick Technologies Pty Ltd (trading as Quick Card) (ABN 58 656 569 998) ("Company," "we," "us," or "our") and you ("user" or "you"). By accessing or using www.smartquickcard.com, www.quickcard.com.au, or any other Company-approved website ("Website"), you agree to comply with and be bound by these Terms.

1. About the Website

- (a) The Website allows users to browse and purchase products ("Products") through our online services ("Purchase Services").
- (b) The Website is operated by Quick Technologies Pty Ltd. Your use of the Website, including all associated Products and Services, is governed by these Terms. If you do not agree with these Terms, you must immediately cease using the Website.
- (c) We reserve the right to update or modify these Terms at our discretion. Any changes take effect immediately upon publication. Your continued use of the Website constitutes acceptance of any such changes.

2. Acceptance of the Terms

You accept these Terms by using the Website. You may also be prompted to accept these Terms by clicking to agree where applicable.

3. Related Policies

- (a) These Terms incorporate, and should be read in conjunction with, the following Company policies:
 - Privacy Policy
 - Refund Policy
 - Shipping Policy
- (b) All related policies are accessible on the Website and are integral to your understanding of these Terms.

4. Registration for Purchase Services

- (a) To access the Purchase Services, you must register as a user and provide the following personal information:
 - Preferred username
 - Password
 - Email address
 - Mobile number
 - Other relevant details as required

- (b) You warrant that all information provided is accurate, current, and complete.
- (c) Upon successful registration, you will become a registered member ("Member") and agree to be bound by these Terms.
- (d) You must be of legal age and capacity to form a binding contract and not prohibited by law from using the Purchase Services.

5. Member Obligations

As a Member, you agree to:

- (a) Comply with all applicable laws and these Terms.
- (b) Protect the confidentiality of your account credentials and immediately report any unauthorised use of your account.
- (c) Use the Website and Purchase Services only for lawful purposes.
- (d) Refrain from engaging in unauthorised activities, such as unsolicited emailing, unauthorised linking, or any form of automated use of the Website.

6. Purchase of Products and Subscription Services

- (a) By purchasing Products or subscribing to services on the Website, you agree to pay the specified price, including applicable taxes, shipping, and other charges ("Purchase Price").
- (b) Payments may be processed through third-party Payment Gateway Providers listed on the Website. You agree to abide by the terms of these providers, along with our Shipping Policy, Refund Policy, and Privacy Policy.
- (c) Upon payment, you will receive a Tax Invoice via email. We may store your purchase details for future reference.
- (d) Refunds are issued in accordance with the Company's Refund Policy.
- (e) For subscription services, you agree to the recurring payment terms outlined herein and during purchasing and registration.
- (f) Cancellation must be done in accordance with the specific terms of your subscription plan and the Refund Policy.

7. Warranty

- (a) Our Products come with guarantees under Australian Consumer Law. You are entitled to a replacement, refund, or repair for major failures, and compensation for any other reasonably foreseeable loss or damage.
- (b) To make a warranty claim within 30 days ("Warranty Period"), you must provide written notice, a description of the defect, and proof of purchase to hello@quickcard.com.au.
- (c) If the claim is accepted, we will repair or replace the defective Product at no cost, except for shipping costs.
- (d) This warranty is in addition to any other rights you may have under the law and is your exclusive remedy.

8. Privacy

Your privacy is important to us. All information provided through the Website and Purchase Services is subject to our Privacy Policy, which can be accessed on our Website.

9. Delivery

- (a) Delivery services ("Delivery Services") are provided by third-party providers ("Delivery Service Providers"). The Company is not responsible for the Product once it is handed over to the Delivery Service Provider.
- (b) We offer delivery options, including insurance, via Delivery Service Providers. However, the Company is not responsible for the performance of these options.
- (c) If an item is lost or damaged during delivery, you must file a claim with the Delivery Service Provider and notify us at hello@quickcard.com.au.
- (d) Please refer to the Refund Policy for more information.

10. Intellectual Property

- (a) All content on the Website is protected by copyright and intellectual property laws. Unless otherwise indicated, all rights are reserved by the Company or its contributors.
- (b) You may not use, copy, or distribute any of the Company's intellectual property without prior written approval.

11. General Disclaimer

- (a) The Company makes no representations, warranties, or guarantees regarding the Products, except as provided in these Terms.
- (b) Product images and descriptions on the Website may vary, and the Company is not liable for any discrepancies.
- (c) Except as required by law, all terms not expressly stated in these Terms are excluded. The Company is not liable for any special, indirect, or consequential loss or damage arising from your use of the Website, Purchase Services, or Products.
- (d) Use of the Website and Purchase Services is at your own risk. The Website and its content are provided "as is" and "as available."

12. Limitation of Liability

- (a) The Company's liability is limited to the Purchase Price or the resupply of information or Purchase Services, at our discretion.
- (b) The Company, its affiliates, employees, agents, and licensors are not liable for any direct, indirect, incidental, special, or consequential damages.
- (c) The Company is not responsible for content posted on the Website by third parties or for the actions of Delivery Service Providers.

13. Termination

- (a) These Terms remain in effect until terminated by either you or the Company.

- (b) You may terminate these Terms by providing written notice to the Company and closing your account.
- (c) The Company may terminate these Terms at any time if you breach any provision, if required by law, or if the Company ceases to provide the Purchase Services.

14. Indemnity

You agree to indemnify and hold the Company harmless against all claims, damages, losses, and expenses arising from your use of the Website, breach of these Terms, or violation of any rights of another party.

15. Dispute Resolution

- (a) If a dispute arises, you must notify the Company in writing, and both parties must attempt to resolve the dispute through negotiation within 30 days.
- (b) If the dispute is not resolved, the parties agree to mediate the issue, with an independent mediator agreed upon by both parties, or appointed by the President of the Australian Mediation Association.
- (c) If mediation fails, the parties may then proceed with legal action.

16. Governing Law

These Terms are governed by and construed in accordance with the laws of Queensland, Australia. Any legal actions or proceedings arising out of or related to these Terms shall be brought exclusively in the courts of Queensland.