



BOWSER BEAN APP TERMS & CONDITIONS OF USE

1. The App

The App is the Bowser Bean mobile application (**The App**). The App is owned and operated by Vantage Fuels Pty Ltd ACN 151 023 040 (**we, us, our**).

The App functions as a loyalty program operated via a mobile device pursuant to which customers can earn loyalty points and/ or products.

2. Our customers

References to “you” or “your” in these Terms and Conditions are references to the customer.

You should read these terms and conditions *before* accessing or using the App.

3. Terms and Conditions are binding

By accessing, downloading and/ or using the App, you agree to be bound by and comply with these Terms and Conditions.

4. Age restrictions

To use the App, you must be at least 13 years of age.

If you are aged between 13 and 18 years, you must ensure that your parent or guardian has read and understood these Terms and Conditions and consents to you:

- (a) downloading and/ or using the App; and
- (b) being bound by these Terms and Conditions.

5. Your account

To use the App, you must complete the customer registration process.

All customers may only have one active account.

Your login details are confidential and must not be shared.

If required, your account details can be updated using the App.

6. The don'ts (what you must not do)

You must not use the App:

- (a) in any manner that is unlawful or to conduct or facilitate any unlawful activities (including using that App in any way that is or could be fraudulent, misleading or deceptive);
- (b) in any manner that infringes or breaches another person's rights (including intellectual property rights) or privacy, or misuses our or another person's personal information (including by impersonating another person);
- (c) in a manner in any way that could hinder, impede or interfere with the use of the App by another person or by us;

- (d) in any manner that is damaging or could be damaging to our brand, reputation or image, or to the image or reputation of another individual;
- (e) to reverse engineer the App, its code, function or purpose; or
- (f) to engage in activity that has the purpose or effect of causing a cyber security threat or incident to us or any other individual or entity (including through the dissemination of computer viruses).

7. The do's – what you must do

You must:

- (a) keep your login details confidential and not share this information with any other person;
- (b) use the App only in accordance with these Terms and Conditions;
- (c) treat our staff with dignity and respect at all times including when redeeming any loyalty points or products; and
- (d) (without limiting the foregoing) not act in any way that could endanger the health, wellbeing or safety of our staff or other customers.

8. Unauthorised account access

You must notify us immediately if you become aware of any unauthorised use of or access to your account (or any other form of security breach) at info@browserbean.com.au during normal business hours.

9. How to opt out

You can cease using the App at any time. To cease using the App, you can either:

- (a) delete your account; or
- (b) stop using the App.

10. Breach of these Terms and Conditions (termination, suspension or cancellation of your account)

We reserve the right to suspend, cancel and/or terminate your account if we believe, on reasonable grounds, that you have used the App in any manner that is contrary to these Terms and Conditions.

You agree that any such suspension, cancellation or termination can take immediate effect:

- (a) where we consider, acting reasonably, that the breach cannot be remedied; or
- (b) in the case of an emergency.

In all other cases, any breach must be remedied within 7 business days after we have notified you of the breach.

The right to suspend, cancel and/ or terminate your account is in addition to any other rights we may have at law.

11. Variation to the App and these Terms and Conditions

We reserve the right to vary:

- (a) the App (including its functionality, performance and scope); and
- (b) these Terms and Conditions at any time.

Except in the case of emergency, we will use reasonable commercial endeavours to attempt notify you of the relevant changes.

12. Cancellation or suspension of the App

We reserve the right to cancel the App or cease using it.

Except in the case of emergency, we will use reasonable commercial endeavours to attempt to notify you of the proposed cancellation or cessation date.

Where we have provided notice of the cancellation or suspension of the App, any loyalty points or other value remaining on or held within the App will be void.

13. Downtime and outages

We use commercially reasonable endeavours to maintain the functionality and performance of the App. However, we do not warrant or represent that the App will be operational and fully functioning at all times. We will not be responsible for any interruption to or reduction in performance in the App. You acknowledge and understand that the App may be unavailable (or functioning at a reduced or diminished capacity) at times due to technical difficulties, maintenance, upgrades, bug fixes or for any other reason.

14. Accuracy of information available on the App

We use reasonable commercial endeavours to ensure the information provided by us on the App is true, accurate and complete but do not warrant or represent that this is the case.

The App may contain links to third party sites and/ or information. We cannot and do not verify the accuracy or completeness of the information provided by third party sites.

15. Intellectual Property

You acknowledge that all intellectual property rights associated with the App are owed by or licensed to us including without limitation:

- (a) the copyright in the App (including the software, design, text and graphics); and
- (b) trade marks used in the App (both registered and/ or unregistered).

Subject to your compliance with these Terms and Conditions, you are granted a limited, non-exclusive, non-transferable licence to download a copy of the App to your mobile device.

You must not engage in conduct of any kind that could infringe, damage or interfere with our intellectual property rights.

16. Governing law

These Terms and Conditions (and the contract created pursuant to them) are governed by the laws of Victoria. Each party submits to the non-exclusive jurisdiction of the courts of Victoria.

17. Australian Consumer Law

You have rights under the Australian Consumer Law and other similar legislation which cannot be excluded, restricted or modified.

These Terms and Conditions do not exclude, restrict or limit those statutory rights in any way.

To the fullest extent permitted by law, our liability for any loss in connection with any consumer guarantee, warranty, term or condition implied in these Terms and Conditions is limited, at our discretion:

- (a) in the case of claims relating to goods, to 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

- (b) in the case of claims relating services, to supplying the services again, or the payment of the cost of having the services supplied again; or

18. **Limitation of Liability**

In all other cases, our liability to you, arising under or in connection with these Terms and Conditions, and whether by way of indemnity, statute (to the extent that it is possible to exclude such liability), in tort (for negligence or otherwise), or on any other basis in law or equity is hereby limited and excluded as follows:

- (a) we shall have no liability whatsoever to you for loss of use, production, profit, revenue, business, data, contract or anticipated saving, or for any financing costs or increase in operating costs or any economic loss or for any special, indirect or consequential loss or damage; and
- (b) our total aggregate liability is at all times limited to the amount equal to the fee paid by you to download and use the App.

19. **Privacy**

A copy of our privacy policy is available [here](#). The privacy policy contains information about how individuals may access or correct personal information or make a privacy related complaint. By using the App, you acknowledge that you have read our Privacy Policy.

Personal information including your name, telephone number and/ or email will be collected and used for the purpose of managing the App. This may require disclosure to third parties, including local regulatory authorities and our agents or third party service providers, for the purpose of managing the App, or for promotional and marketing purposes (**Purpose**).

By using the App, you consent to the use of your personal information for the Purpose.

By using the App, you also agree that we may collect and use data and related information, including but not limited to data about your device, system and application software, that is gathered periodically to facilitate the provision of product support, software updates, and other services to you (if any) related to the App.

You can access, change or update their personal information by emailing us on info@browserbean.com.au during office hours.