

## **Terms and Conditions for Business Users of NEXTROUND Product**

Effective Date: June 2023

These terms and conditions ("Terms") apply to business users ("Clients") of the NEXTROUND product ("Product") and govern the relationship between NEXTROUND ("NR") and Clients. By accessing or using the Product, Clients agree to be bound by these Terms.

### **1. Merchants / Partners**

- 1.1. NR will select and manage merchants for the Product.
- 1.2. While NR will endeavor to partner with merchants requested by Clients, there is no guarantee that such merchants will be available or maintain their partnership for any specific duration.
- 1.3. In the event NR decommissions a partner, NR will make best efforts to reallocate any outstanding vouchers to a similar merchant at its discretion.
- 1.4. Bespoke arrangements with merchants for specific Clients will be discussed and agreed upon with the respective Clients.

### **2. Authorised Users**

- 2.1. The nominated administrator of the Client will provide the names and credit amounts to be allocated to authorized users.
- 2.2. Credit amounts will be allocated based on the Client's requests, with recurring amounts or changes to balances made at the direction of the Client.
- 2.3. Users will be able to use their credit to purchase vouchers for their nominated recipients, including team members, clients, or others.
- 2.4. Removal of authorized users will occur upon the Client's request, and any residual balances will be reallocated or deducted from subsequent invoices.

### **3. Payments**

- 3.1. All Client payments will be made through a central invoice to Neztround (Snobbi Pty Ltd).
- 3.2. If a user chooses to add a credit card and pay within the app, it will not affect their existing balance.
- 3.3. Invoices are to be paid within a reasonable time after receipt.
- 3.4. The first invoice will represent a prepayment of balances, and subsequent invoices will reflect the top-up required based on vouchers purchased during that period. If no activity occurs, no invoicing will take place.

### **4. Termination**

- 4.1. Clients have the right to terminate or pause any future top-ups at any time.
- 4.2. Refunds of remaining balances may be subject to an administration fee.

### **5. Pricing**

- 5.1. All prepaid amounts are intended for the purchase of items from NR at participating merchants.

5.2. Pricing may vary depending on the merchant and item; however, NR will strive to provide a single price that allows for the greatest choice and flexibility for the user (e.g., a flat \$5.50 for a coffee, providing users with various options).

5.3. No guarantee on pricing at any individual merchant can be made.

5.4. Additional services, such as licenses and subscriptions for platform features (e.g., reporting for client administrators), may incur additional costs.

5.5. All consultation, negotiation, and onboarding for merchants will be provided by Nextorund.

## **6. Platform**

6.1. Users may interact with NR through various channels, including a hybrid iOS and Android app, web app, and direct concierge support (express email options).

6.2. Certain platform components may not be available to all users due to software and hardware limitations of user devices.

## **7. Onboarding**

7.1. NR provides standard onboarding materials to support users in signing up and managing the platform.

7.2. Dedicated support, including 1:1 support sessions, is available as required. Any additional cost for dedicated support will be agreed upon between NR and the Client.

## **8. Vouchers**

8.1. Vouchers are available for the initial recipient for 180 days.

## **9. Privacy and Data Protection**

9.1. NEXTROUND is committed to protecting the privacy and data of its Clients. By using the Product, Clients agree to the collection, use, storage, and processing of their data.

## **10. Intellectual Property**

10.1. All intellectual property rights related to the Product, including but not limited to software, designs, logos, trademarks, and other materials, shall remain the property of NEXTROUND or its licensors. Clients are granted a limited, non-exclusive, non-transferable license to use the Product solely for their internal business purposes during the term of this agreement. Clients shall not modify, reproduce, distribute, or create derivative works based on the Product without the prior written consent of NEXTROUND.

## **11. Liability and Limitation of Liability**

11.1. NEXTROUND shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to loss of profits, data, or business opportunities, arising from the use of the Product.

## **12. Indemnification**

12.1. Clients agree to indemnify, defend, and hold harmless NEXTROUND, its affiliates, officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising from or related to their use of the

Product, violation of these Terms, or infringement of any intellectual property rights or other rights of any third party.

### **13. Dispute Resolution**

13.1. Any dispute, controversy, or claim arising out of or relating to these Terms or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of these Terms to arbitrate, shall be settled by arbitration.

### **14. Governing Law**

14.1. These Terms shall be governed by and construed in accordance with the laws of Victoria, Australia without regard to its conflict of laws principles.

### **15. Force Majeure**

15.1. Neither party shall be liable for any failure to perform its obligations under these Terms if such failure is caused by an event beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, riots, sabotage, labor disputes, or government regulations.

### **16. Modification of Terms**

16.1. NEXTROUND reserves the right to modify these Terms at any time. Clients will be notified of any changes via email or through the Product interface. Continued use of the Product after the effective date of any modifications constitutes acceptance of the revised Terms.

### **17. Termination by NR**

17.1. NEXTROUND may terminate or suspend a Client's access to the Product at its sole discretion, with or without cause, by providing written notice to the Client. Upon termination, the Client shall cease all use of the Product, and any outstanding obligations or liabilities shall survive.