

Terms and conditions

Last updated: November 2024

Please read these terms of service (“Terms”) carefully before using or accessing the Style Syndicate website (available at www.stylesyndicate.com.au/) or services (“SS Platform”) as they contain important information regarding your legal rights, remedies and obligations. These include various limitations and exclusions, a clause governing disputes' jurisdiction and venue, and obligations to comply with applicable laws and regulations.

1. Terms of service

- (a) If you are using or accessing the SS Platform, you agree to be bound by these Terms and acknowledge you are contracting with Style Syndicate (ABN 48 186 313 843). Style Syndicate is hereinafter referred to as "Style Syndicate", "we", "us", or "our".
- (b) The SS Platform an online platform that connects a buyer (“Buyer”) who wants to purchase a new fashion item (which may include but is not limited to clothing, shoes, bags or accessories) (“Item”) with someone who wants to contribute to the purchase of that Item (“Contributor”).
- (c) By using the SS Platform you agree to comply with and be legally bound by these Terms, whether or not you become a registered user of the SS Platform. These Terms govern your access to and use of the site and services and all collective content (defined below), and constitute a binding legal agreement between you and Style Syndicate. Please also read carefully our privacy policy at <https://www.stylesyndicate.com.au/privacy-policy>. If you do not agree to these terms, you have no right to obtain information from or otherwise continue using the site or services. Failure to use the site or services in accordance with these terms may subject you to civil and criminal penalties.
- (d) The SS Platform enables a Buyer to create a Listing (defined below) for an Item they wish to purchase new. Using the SS Platform, the Buyer can then find a Contributor to pay the Contribution Amount (defined below) and, in exchange they can access and use the Item for a period of days as negotiated with the buyer (“Wear Period”).
- (e) You understand and agree that Style Syndicate is not a party to any agreements entered into between Buyers and Contributors, nor is Style Syndicate a fashion broker, agent or insurer. Style Syndicate has no control over the conduct of Buyers, Contributors and other users of the SS Platform, and disclaims all liability in this regard to the maximum extent permitted by law (including in relation to complaints handling and disputes).

2. How the site and services work

- (a) You may view Listings of Items on the SS Platform as an unregistered visitor to the SS Platform; however, if you wish to contribute to an item, or create a Listing, you must first register to create an account (“Style Syndicate account”).
- (b) As stated above, Style Syndicate makes available the SS Platform with related technology for Buyers and Contributors to connect online and split the cost to purchase Items. Style Syndicate is not an owner, nor dealer, nor provider of Items, including, but not limited to, dresses, shoes, bags or accessories, and it does not own, sell, resell, provide, rent, re-rent, manage and/or control Items. You acknowledge and agree that the SS Platform expressly excludes any postal, courier, dry-cleaning or other delivery services. Style Syndicate does not provide courier services and accepts no liability for any damage caused in any way through any courier service that is used in connection with the Items dealt with through the SS Platform.

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- (c) Please note that, as stated above, the SS Platform is intended only to be used to connect Buyers and Contributors so they can split the cost to purchase an Item with each other. Style Syndicate cannot and does not control the content contained in any Listings for any Items, or in relation to the condition, legality or suitability of any Items. To the extent permitted by law, Style Syndicate is not responsible for and disclaims any and all liability related to any and all Listings on the SS Platform and associated Items. Accordingly, any Listings, offers to contribute to Items or purchases will be made at the Member's own risk.

3. Buyer

- (a) Buyers can list an Item on the SS Platform that:
 - (i) they wish to purchase new; or
 - (ii) they have purchased new no more than 15 days before creating a Listing on the SS Platform.
- (b) Once the Item is listed on the SS Platform, Contributors may submit an offer to contribute to the purchase of that Item. When an offer is submitted, Buyers will be notified by email. Buyers must accept or decline the offer within 48 hours, if not it automatically expires. If the Buyer accepts an offer from a Contributor to contribute to the purchase of the Item, the Buyer has the flexibility to cancel their acceptance of the offer up until such time as they receive the Item, try it on, and confirm they are happy to proceed in the SS Platform dashboard.
- (c) Style Syndicate helps buyers secure a fixed contribution to go towards purchasing a new item. If the buyer has already purchased the Item before Listing it on the SS Platform, the Buyer must provide a receipt which proves the purchase of that Item was made no more than 15 days before Listing it on the SS Platform in order to be eligible for a contribution.
- (d) Once the Buyer accepts an offer to contribute to the purchase of an Item, the Buyer will be prompted to set up or login to their Stripe account. Style Syndicate cannot see these details as they are stored safely in our third-party payment gateway Stripe.
- (e) Once the Buyer has purchased the Item and tried it on – the Buyer must tick 'received the item and happy to proceed' option in the SS Platform and upload the receipt for the Item in order to get their payout of the Contribution Amount. The Buyer acknowledges and agrees that Style Syndicate will deduct an amount of 10% from the Contribution Amount as an admin fee. The remainder of the Contribution Amount will be paid to the Buyer's nominated bank account within 2-3 business days. After this point, the Buyer is obligated to send their purchased Item to their Contributor for the Contributor's nominated Wear Period, which commences on the date the Item is received by the Contributor.
- (f) In the event that after confirming they are happy to proceed the Buyer does not send the Item to their Contributor for their designated Wear Period, the Buyer's credit card will be charged to reimburse their Contributor their money, along with an additional 10% of the RRP for any inconvenience. The Buyer will also incur an additional 5% fee of the RRP, that will be charged to cover Style Syndicate's payment processing fee, and will be paid to Style Syndicate. The Buyer acknowledges that this additional amount is payable in addition to Style Syndicate's 10% admin fee that is withheld from the original Contribution Amount.

4. Contributors

- (a) A Contributor can make an offer to contribute to any Listing on the SS Platform. In submitting their offer, the Contributor will be asked to enter their credit card details for pre-authorisation with Stripe. We require credit card details for pre-authorisation for the Contribution Amount at the time of submitting an offer to contribute to the purchase of an Item. The Contributor won't be charged until the Buyer has received the Item, confirmed they are happy to proceed and uploaded their receipt in the SS Platform dashboard.

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- (b) The offer to contribute will then be sent to the Buyer to accept or decline. Once the offer has been accepted by the Buyer, it cannot be cancelled. If no action is taken by the Buyer in response to an offer, the Contributor can retract its offer within 48 hours of its submission. If no action is taken by either party, the offer will automatically expire 48 hours after the offer is made.
- (c) If the offer has been accepted by the Buyer, the Contributor's Contribution Amount will not be refunded. However, if after purchasing the Item, the Buyer does not set up Stripe within 3 days from accepting the offer; or does not confirm 'received and happy to proceed' within 15 days from creating the listing, or does not upload their receipt within 3 days following confirming 'received and happy to proceed', the Contributor's pre-authorisation will be released and they will not be charged the Contribution Amount.
- (d) The Contributor acknowledges and agrees that they must, immediately on expiry of the relevant Wear Period, arrange for the return of the Item to the Buyer.
- (e) The Contributor acknowledges that Style Syndicate will deduct a charge of 4% each time the Contributor submits an offer that is accepted by the Buyer.

5. Managing the purchase

- (a) Both the Buyer and the Contributor must manage all communication in respect of the Item/s through the chat functionality within the SS Platform. This communication will include updates about postage and logistics for their Wear Period. It is at the buyer's discretion as to how they wish to manage this communication within the platform, however, Style Syndicate provides prompts and tasks to check off to keep the buyer accountable.
- (b) Style Syndicate is not responsible for, nor does it bear any liability in relation to, the postage of any Items. We strongly suggest that postage to the contributor be organised, paid and communicated through the SS Platform (including tracking numbers) by the buyer.
- (c) We strongly suggest any return postage to the buyer should be organised, paid and communicated through the SS Platform (including tracking numbers) by the contributor (recipient).
- (d) All title and ownership of the Items remains with the Buyer at all times, however, the Contributor acknowledges and agrees that any risk associated with the Item passes to the Contributor while the Item is in the Contributor's possession and until it is safely returned to and received by the Buyer at the conclusion of the Wear Period,
- (e) The parties acknowledge and agree that Style Syndicate is not responsible for any communication between Buyers and Contributors, but that it may, in its sole and absolute discretion, on request by the parties, offer assistance to investigate and resolve disputes that arise between the parties based on the communication contained within the SS Platform. In the event that any misdemeanours or issues arise from communication outside of the SS Platform, the parties acknowledge that Style Syndicate is not required to investigate or assist in the resolution of such issues.

6. Stripe

- (a) Stripe is the third-party payment gateway we use to ensure you pay and receive contributions safely and securely, whilst storing credit card information in the event of misconduct and penalty enforcement.
- (b) All payment details are collected by Stripe and transactions will be accepted and processed in accordance with Stripe's terms and conditions, as updated from time to time. Style Syndicate does not have access to any credit card information, nor can it be responsible for any breach of information caused by faulty programming or malicious users on the servers of Stripe.
- (c) Style Syndicate shall in no way be held responsible for any losses or damages, direct or indirect, pecuniary, or otherwise, resulting from any error or failure on the part of the Stripe.

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7. Style Syndicate fees

- (a) If you are a Member, you acknowledge and agree that you are responsible for the payment of our fees.
- (b) We charge a 4% platform fee for Contributors each time they submit an offer that is accepted by a Buyer and deduct 10% from the Buyer's final contribution payout to take care of our admin costs.

8. Misconduct policy

- (a) All Members must act fairly and in good faith at all times, and acknowledge that Style Syndicate will enforce good and proper conduct on the SS Platform to protect both Buyers and Contributors alike. In providing the SS Platform, Style Syndicate relies on both buyers and contributors sending, wearing and returning items in a timely and dutiful manner and in accordance with these Terms.
- (b) We encourage Members to negotiate and seek resolutions to issues between themselves, and maintain that Style Syndicate is purely a communication platform that facilitates splitting the cost to purchase an Item with someone else. However, if no resolution is found between Members independently, and individuals can demonstrate that a) an item is damaged beyond repair, b) an item has been lost or stolen, c) an item is not returned within a reasonable and agreed-upon time frame, d) or an item has been altered, we will investigate all the evidence, and if misconduct is proven, we will enforce a penalty credit card charge as deemed below:
 - (i) If the Buyer is deemed at fault
 - (A) If upon investigation, Style Syndicate determines that the Buyer has been at fault in rendering the Item a) damaged beyond repair, b) lost or stolen, c) not sent to the Contributor for their agreed-upon Wear Period, d) altering the Item the Buyer's credit card will be charged to reimburse their Contributor their money, along with an additional 10% of the RRP for any inconvenience.
 - (B) The Buyer will also incur an additional 5% fee of the RRP, that will be charged to cover Style Syndicate's payment processing fee, and will be paid to Style Syndicate. The Buyer acknowledges that this additional amount is payable in addition to Style Syndicate's 10% admin fee that is withheld from the original Contribution Amount
 - (ii) If the Contributor is deemed at fault:
 - (A) If upon investigation, Style Syndicate determines that the Contributor has been at fault in rendering the Item a) damaged beyond repair, b) lost or stolen, c) not sent back to the Buyer at the conclusion of the Wear Period, d) altering the Item, they will be required to pay the Buyer an additional 50% of the RRP on top of the Contribution Amount they have already paid. These funds will be paid to the Buyer via Stripe.
 - (B) The contributor will also incur an additional 5% fee of the RRP, that will be charged to cover payment processing and admin fees, and will be paid to Style Syndicate

9. Failure to send item 'on-time' to a Contributor

If a Buyer fails to send the Item to the Contributor for their approved Wear Period, and no agreement can be made to rectify any inconvenience or organise a new Wear Period, Style Syndicate will investigate the circumstances. If negligence on the part of the Buyer is deemed the cause, Style Syndicate reserves the right to enforce the penalty parameters outlined under Buyer is deemed at fault (section 8(b)(i)).

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10. Failure to return item 'on-time' to buyer

If a Contributor fails to return the Item to the Buyer at the end of their Wear Period, and no agreement can be made to rectify any inconvenience, Style Syndicate will investigate the circumstances. If negligence on the part of the Contributor is deemed the cause, Style Syndicate reserves the right to enforce a 'return delay penalty' of 5% of the RRP per day past the return date, which will be collected and paid to the Buyer as compensation.

11. Misconduct claims

- (a) Members will not be liable for misconduct fees if the delay/loss/damage is outside their control, such as via third parties such as Australia Post or a dry-cleaning service. Style Syndicate will review all evidence in these situations and if proven outside of the accused control, the provisions of the misconduct policy at section 8 of these Terms will be void and no charges will be enforced.
- (b) To process the claim, Members must provide supporting documents. This includes, but is not limited to; a copy of a police report (for stolen items), statutory declaration, and proof (photos, communication).
- (c) Style Syndicate also reserves the right to charge the credit card on file in your Style Syndicate Stripe account, or otherwise collect payment from you and pursue any avenues available to Style Syndicate in this regard, in situations in which you have been determined, in Style Syndicate's sole discretion, to have demonstrated any misconduct, or have abused or damaged the Item and/or been violent towards other Members. If we are unable to charge the credit card on file or otherwise collect payment from you, unpaid invoices will be passed on to a debt collection service with collection costs recoverable.
- (d) To submit a misconduct claim, Members must reach out to Style Syndicate immediately on becoming aware of the misconduct. Style Syndicate has up to 90 days to make a decision based on the evidence and documentation provided. Please note that while Style Syndicate will work in every way possible to make sure there is a resolution without charges. In instances where reimbursements are needed, we are not liable for the payment of these. In cases where only a partial of the total amount owing is retrieved, whatever amount was collected will be transferred to the receiving Member after 90 days and the case will be closed.
- (e) Please note that Style Syndicate does not take responsibility for the loss or damage of items listed through the platform. Style Syndicate simply provides an online platform for buyers and contributors to connect. Although we will work in every way possible to make sure these reimbursements are received, we are not liable for the payment of these.

12. Modification

Style Syndicate reserves the right, at its sole discretion, to modify the SS Platform or to modify these Terms, at any time and without prior notice. If we modify these Terms, we will post the modification on our website and we may, but are not required to, provide you with notice of the modification. We may also update the "last updated date" at the top of these terms. By continuing to access or use the SS Platform after we have posted a modification on our website, you agree to be bound by the modified terms. If the modified terms are not acceptable to you, your only recourse is to cease using the SS Platforms.

13. Account registration

- (a) In order to access certain features of the SS Platform, such as submitting an offer to contribute or creating a Listing, you must register to create a Style Syndicate account and become a Member. You may register to join the services directly via the site or as described in this section.
- (b) We will create your Style Syndicate account and your Style Syndicate account profile page for your use of the site based upon the personal information you provide to us. You may not have more than one (1) active Style Syndicate account. You agree to provide accurate, current and complete information during the registration process and to update such information to keep it

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management@stylesyndicate.com.au

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accurate, current and complete. Style Syndicate reserves the right to suspend or terminate your Style Syndicate account and your access to the site and services if you create more than one (1) Style Syndicate account or if any information provided during the registration process or thereafter proves to be inaccurate, not current or incomplete.

- (c) You are responsible for safeguarding your password. You agree that you will not disclose your password to any third party and that you will take sole responsibility for any activities or actions under your Style Syndicate account, whether or not you have authorised such activities or actions. You will immediately notify Style Syndicate of any unauthorised use of your Style Syndicate account.

14. Listings

- (a) As a Member, you can create Listings of Items you wish to purchase. To create a Listing, you will be asked to provide details about the Item, including, but not limited to, designer, size, colour, and photos of the item. Listings will be made publicly available via the SS Platform. Other Members will be able to submit an offer to contribute for your Item via the SS Platform based upon the information provided in your Listing.
- (b) You understand and agree that once a Contributor places an offer to contribute for your Item, and you accept it, you may not request the Contributor to pay a higher price than the Contribution Amount agreed upon.
- (c) You acknowledge and agree that you are responsible for any and all Listings you post.
- (d) Accordingly, you represent and warrant that any Listing you post and the management of an Item in a Listing you post:
 - (i) will not breach any agreements you have entered into with any third parties; and
 - (ii) will:
 - (A) be in compliance with all applicable laws, tax requirements, and rules and regulations that may apply to any item included in a Listing you post, and
 - (B) not conflict with the rights of third parties.
- (e) Please note that Style Syndicate assumes no responsibility for a Buyer's compliance with any agreements with or duties to third parties, applicable laws, rules and regulations.
- (f) Style Syndicate reserves the right, at any time and without prior notice, to remove or disable access to any Listing for any reason, including Listings that Style Syndicate, in its sole discretion, considers to be objectionable for any reason, in violation of these Terms or Style Syndicate's then-current policies at (www.stylesyndicate.com.au), or otherwise harmful to the SS Platform.
- (g) If you are a Buyer, you understand and agree that Style Syndicate does not act as an insurer or as your contracting agent. If a Contributor places an offer to contribute on your Item and wears your Item, any agreement you enter into with such Contributor is between you and the Contributor and Style Syndicate is not a party thereto. The management of the Item (including any drycleaning expectations and any arrangements made around postage/courier/transfer of the item between members), is managed entirely by the Buyer and discussed/negotiated/agreed upon with the Contributor. Notwithstanding the foregoing, Style Syndicate serves as the limited authorised payment collection agent of the Buyer for the purpose of accepting, on behalf of the Buyer, payment from a Contributor.
- (h) If you are a Buyer, you acknowledge and agree that, as a Buyer, you are responsible for your own acts and omissions around accepting and engaging with a Contributor.
- (i) The Buyer is strongly encouraged to dry clean their Item before their Contributor's Wear Period, unless otherwise negotiated with the Contributor. The Contributor is strongly encouraged to dry

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clean their item at the end of their Wear Period, unless otherwise negotiated with the Buyer. Style Syndicate does not hold any responsibility for enforcing dry-cleaning between Members.

15. No endorsement

- (a) Style Syndicate does not endorse any Member or any Item. You understand that images displayed on the SS Platform are intended only to indicate a photographic representation and description of the Item. Members are required by these Terms to provide accurate information, and although Style Syndicate may undertake additional checks and processes designed to help verify or check the identities or backgrounds of Members, we do not make any representations about, confirm, or endorse any Member or the Member's purported identity or background.
- (b) By using the SS Platform, you agree that any legal remedy or liability that you seek to obtain for actions or omissions of other Members or other third parties will be limited to a claim against the particular Members or other third parties who caused you harm. You agree not to attempt to impose liability on or seek any legal remedy from Style Syndicate with respect to such actions or omissions. Accordingly, we encourage you to communicate directly with other Members on the SS Platform regarding any Listings made by you. This limitation shall not apply to any claim by a Buyer against Style Syndicate regarding the remittance of payments received from a Contributor by Style Syndicate on behalf of a Buyer, which instead shall be subject to the limitations described in the section below entitled "limitation of liability."

16. Financial terms

16.1 Financial terms for buyer

If you owe or agree to pay any amount to Style Syndicate (whether as a result of your Syndicate or actions as a Contributor or otherwise), then Style Syndicate may (but is not obliged to) withhold the amount owing to Style Syndicate from any payout amounts due to you as a Buyer, and use the withheld amount to set-off the amount owed by you to Style Syndicate. If Style Syndicate does so, then your obligation to pay Style Syndicate will be extinguished to the extent of the amount withheld by Style Syndicate, and Style Syndicate will cease to owe to you any obligations (including, but not limited to, any obligation to pay you) with respect to the amount withheld.

16.2 Appointment of Style Syndicate as limited payment collection agent for buyer

- (a) Each Buyer hereby appoints Style Syndicate as the buyer's limited payment collection agent solely for the purpose of collecting the Contribution Amount from the Contributor, and authorises Style Syndicate to deduct its fees from the Contribution Amount in accordance with these Terms.
- (b) Each Buyer agrees that payment made by a Contributor through Style Syndicate shall be considered the same as a payment made directly to the Buyer, and the Buyer will make the Item available to the Contributor in the agreed-upon manner accordingly. Style Syndicate's obligation to pay the Buyer is subject to and conditional upon Style Syndicate successfully receiving the payments from the Contributor. Style Syndicate does not guarantee payments to the Buyer for amounts that have not been successfully received from the Contributor. In accepting appointment as the limited authorised agent of the Buyer, Style Syndicate assumes no liability for any acts or omissions of the Buyer.

16.3 Financial terms for contributors

- (a) You acknowledge and agree that you, and not Style Syndicate, will be responsible to perform the obligations of the agreement associated with your offer to contribute (either by way of a Contribution Amount, in connection with the Item, or otherwise), and that, with the exception of its payment obligations hereunder, Style Syndicate disclaims all liability arising from or related to any such agreement.
- (b) You acknowledge and agree that, notwithstanding the fact that Style Syndicate is not a party to the agreement between you and the Buyer, Style Syndicate acts as the Buyer's payment collection agent for the limited purpose of accepting payments from you on behalf of the Buyer.

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Upon payment of your Contribution Amount to Style Syndicate, your payment obligation to the Buyer for the Item is extinguished, and Style Syndicate is responsible for remitting the contribution in the manner described in these Terms. In the event that Style Syndicate does not remit any such amounts as described in these terms, such buyer will have recourse only against Style Syndicate.

- (c) The money payable will be displayed to the Contributor before the offer to contribute is submitted to a Buyer. As noted above, the Buyer is required to either accept or decline the offer to contribute within 48 hours, otherwise the offer to contribute will automatically expire. In the event of expiry, any pre-authorisation of the contributor's credit card will be released, if applicable.
- (d) The Contributor can cancel their offer to contribute within 48 hours unless it has been accepted by the buyer. If the offer has been accepted by the Buyer, the Contributor's Contribution Amount will not be refunded. However, if after purchasing the Item, the Buyer does not set up Stripe within 3 days from accepting the offer; or does not confirm 'received and happy to proceed' within 15 days from creating the listing, or does not upload their receipt within 3 days following confirming 'received and happy to proceed', the Contributors pre-authorisation will be released and they will not be charged the Contribution Amount
- (e) You as a Contributor agree to pay Style Syndicate for the offer to contribute for any listings in connection with your Style Syndicate account if such requested offers to contribute are confirmed by the applicable Buyer. Pending the applicable Buyer's acceptance of your offer to contribute, you understand and agree that Style Syndicate, on behalf of the Buyer, reserves the right, in its sole discretion, to (i) obtain a pre-authorisation via your credit card for the Contribution Amount plus our fees or (ii) charge your credit card at a nominal amount, not to exceed one dollar (\$1), or a similar sum in the currency in which you are transacting (e.g. One Australian dollar or one British pound), to verify your credit card. Style Syndicate will collect the 30% Contribution Amount in accordance with these terms and the pricing terms set forth in the applicable Listing, once the Buyer confirms they are happy to proceed and upload their receipt in the SS Platform dashboard. You agree to pay Style Syndicate for any confirmed offers to contribute made in connection with your Style Syndicate account in accordance with these terms.
- (f) Please note that Style Syndicate cannot control any fees that may be charged to a Contributor by his or her bank or the third party processing service providers (including Stripe) related to Style Syndicate's collection of the funds, and Style Syndicate disclaims all liability in this regard.
- (g) In connection with your offer to contribute you may be asked to provide customary billing information such as name, billing address and credit card information either to Style Syndicate or its third-party payment processor.
- (h) You hereby authorise the collection of such amounts by charging the credit card provided as part of paying the Contribution Amount, via Stripe, our third-party online payment processor. You also authorise Style Syndicate to charge your credit card in the event of damage caused to an item as contemplated under 'Misconduct policy' at section 8 of these Terms above.
- (i) When you are directed to Style Syndicate's third-party payment processor Stripe, you may be subject to terms and conditions governing use of Stripe's service and personal information collection practices. Please review such terms and conditions and privacy policy before using their services. Once your confirmed transaction is complete you will receive a confirmation email summarising that transaction.

16.4 General financial terms

- (a) In certain circumstances, Style Syndicate may decide, in its sole discretion, that it is necessary or desirable to cancel a Listing or purchase facilitated via the SS Platform.
- (b) Items on the SS Platform should be consistent with the description provided by the Buyer in the Listing. If a Contributor receives an Item and experiences an issue, or receives a false or

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inaccurate Item, the Buyer will be subject to the terms outlined above under Buyer is deemed at fault.

- (c) Members may make claims for valid issues, which include circumstances where:
- (i) the Buyer does not fulfil the actions after confirming 'received item and happy to proceed', and/or fails to provide the Contributor with the Item, (or in a manner that aligns to a), b), c), d) as outlined in the 'Misconduct policy' at section 8 of these Terms above).
 - (ii) The Contributor does not fulfil the actions and expectations once receiving the Item, and fails to return the item to the Buyer at the end of the Wear Period (or in a manner that aligns to a), b), c), d) as outlined in the 'Misconduct policy' at section 8 of these Terms above).
 - (iii) The description of the Item in the Listing on Style Syndicate is materially different from the actual Item, or has undergone any alterations. Style Syndicate reminds Contributors that Items are potentially pre-worn by the Buyer, and vice versa. Any minor wear and tear is recommended to be communicated by the Buyer to the Contributor before their wear period, but cannot be used as a basis to provide a refund under these Terms. The Contributor is equally recommended to communicate any minor wear and tear to the Buyer before returning the item at the end of their Wear Period.
 - (iv) At the start of the Contributor's Wear Period, if the Item: (i) is not generally clean and sanitary (ii) contains safety or health hazards that would be reasonably expected to adversely affect the Contributor's use of the Item in Style Syndicate's reasonable judgement, Style Syndicate will investigate the claim in alignment with the Misconduct policy at section 8 of these Terms above. Upon returning the Item at the end of the contributor's Wear Period, if the Item: (i) is not generally clean and sanitary (ii) contains safety or health hazards that would be reasonably expected to adversely affect the buyer's use of the Item in Style Syndicate's reasonable judgement, Style Syndicate will investigate the claim in alignment with the Misconduct policy above.
- (d) To submit a valid issue claim in respect of any of the valid issues listed in sub-section (c) above, a Member is required (a) to bring the issue to our attention within 72 hours of becoming aware of the issue (including photographs or other evidence) and respond to our requests for information or cooperation, (b) not have directly or indirectly caused the issue and (c) to have used reasonable efforts to try to remedy the circumstances of the issue with the other Member (Contributor or Buyer) prior to making a valid issue claim with us.

16.5 Payment processing errors

We will take steps to rectify any payment processing errors that we become aware of, subject to the applicable terms and conditions of the third party payment processor that is used (such as Stripe). These steps may include crediting or debiting (as appropriate) the same payment method used for the original payout to or payment by you, so that you end up receiving or paying the correct amount.

16.6 Taxes

You as a Buyer understand and agree that you are solely responsible for determining (i) your applicable tax reporting requirements, and (ii) the taxes that should be included, and for including taxes to be collected or obligations relating to applicable taxes in listings. You are also solely responsible for remitting to the relevant authority any taxes included or received by you. Style Syndicate cannot and does not offer tax-related advice to any Members.

17. User conduct

- (a) You understand and agree that you are solely responsible for compliance with any and all laws, rules, regulations, and tax obligations that may apply to your use of the SS Platform and collective content. In connection with your use of the SS Platform and collective content, you may not and you agree that you will not:

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- (i) Violate any local, state, national, or other law or regulation, or any order of a court, including, without limitation, tax regulations;
- (ii) Use manual or automated software, devices, scripts, robots or other means or processes to access, "scrape," "crawl" or "spider" any web pages or other services contained in the SS Platform or collective content;
- (iii) Use the SS Platform or collective content for any commercial or other purposes that are not expressly permitted by these terms;
- (iv) Copy, store or otherwise access any information contained on the SS Platform or collective content for purposes not expressly permitted by these Terms;
- (v) Infringe the rights of any person or entity, including without limitation, their intellectual property, privacy, publicity or contractual rights;
- (vi) Use offensive, abusive or discriminatory language towards other users of staff of Style Syndicate on email, phone, in person, on social media or generally. Style Syndicate reserves the right to cease assistance if this term is not adhered to;
- (vii) Interfere with or damage our SS Platform, including, without limitation, through the use of viruses, cancel bots, trojan horses, harmful code, flood pings, denial-of-service attacks, packet or ip spoofing, forged routing or electronic mail address information or similar methods or technology;
- (viii) Use our SS Platform to transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information or credit, debit, calling card or account numbers;
- (ix) Use our SS Platform or collective content in connection with the distribution of unsolicited commercial email ("spam") or advertisements unrelated to the purpose of the site and services outlined above.;
- (x) "Stalk" or harass any other user of our SS Platform or collective content, or collect or store any personally identifiable information about any other user other than for purposes of transacting as a Style Syndicate contributor or buyer;
- (xi) Offer, as a Buyer, any Item that you cannot purchase, or does not exist to purchase;
- (xii) Register for more than one Style Syndicate account or register for an Style Syndicate account on behalf of an individual other than yourself;
- (xiii) Unless Style Syndicate explicitly permits otherwise, buy or contribute money towards an Item if you will not actually be using the Item yourself;
- (xiv) Contact a Buyer for any purpose other than asking a question related to such buyer's items or listings;
- (xv) Contact a Contributor for any purpose other than asking a question related to such contributor's offers to contribute to an Item;
- (xvi) Impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity;
- (xvii) Use automated scripts to collect information from or otherwise interact with the SS Platform or collective content;
- (xviii) Post, upload, publish, submit or transmit any content that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene,

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pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any other person; or (vii) promotes illegal or harmful activities or substances;

- (xix) Systematically retrieve data or other content from our SS Platform to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory or the like, whether by manual methods, through the use of bots, crawlers, or spiders, or otherwise;
 - (xx) Use, display, mirror or frame the SS Platform or collective content, or any individual element within the SS Platform or collective content, Style Syndicate's name, any Style Syndicate trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page in the site or services, without Style Syndicate's express written consent;
 - (xxi) Access, tamper with, or use non-public areas of the SS Platform, Style Syndicate's computer systems, or the technical delivery systems of Style Syndicate's providers;
 - (xxii) Attempt to probe, scan, or test the vulnerability of any Style Syndicate system or network or breach any security or authentication measures;
 - (xxiii) Avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Style Syndicate or any of Style Syndicate's providers or any other third party (including another user) to protect the SS Platform or collective content;
 - (xxiv) Forge any tcp/ip packet header or any part of the header information in any email or newsgroup posting, or in any way use the site, services or collective content to send altered, deceptive or false source-identifying information;
 - (xxv) Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the site, services or collective content; or
 - (xxvi) Advocate, encourage, or assist any third party in doing any of the foregoing.
- (b) Style Syndicate has the right to investigate and prosecute violations of any of the above to the fullest extent of the law.
- (c) Style Syndicate may access, preserve and disclose any of your information if we are required to do so by law, or if we believe in good faith that it is reasonably necessary to (i) respond to claims asserted against Style Syndicate or to comply with legal process (for example, subpoenas or warrants), (ii) enforce or administer our agreements with users, such as these terms, (iii) for fraud prevention, risk assessment, investigation, customer support, product development and debugging purposes, or (iv) protect the rights, property or safety of Style Syndicate, its users, or members of the public . You acknowledge that Style Syndicate has no obligation to monitor your access to or use of the SS Platform or collective content or to review or edit any member content, but has the right to do so for the purpose of operating and improving the site, application and services (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes), to ensure your compliance with these terms, to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body, to respond to content that it determines is otherwise objectionable or as set forth in these terms. Style Syndicate reserves the right, at any time and without prior notice, to remove or disable access to any collective content that Style Syndicate, at its sole discretion, considers to be objectionable for any reason, in violation of these terms or otherwise harmful to the site or services.

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18. Privacy

See Style Syndicate's privacy policy at [<https://www.stylesyndicate.com.au/privacy-policy>] for information and notices concerning Style Syndicate's collection and use of your personal information.

19. Ownership

The SS Platform and collective content are protected by copyright, trademark, and other laws of Australia. You acknowledge and agree that the SS Platform and collective content, including all associated intellectual property rights, are the exclusive property of Style Syndicate and its licensors. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the SS Platform or collective content.

20. Style Syndicate content and member content licence

- (a) Subject to your compliance with these Terms, Style Syndicate grants you a limited, non-exclusive, non-transferable licence, to (i) access and view any Style Syndicate content solely for your personal and non-commercial purposes (ii) access and use the SS Platform in accordance with these Terms and (iii) access and view any Member content to which you are permitted access, solely for your personal and non-commercial purposes. You have no right to sublicense the licence rights granted in this section.
- (b) You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, licence, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the site, application, services, or collective content, except as expressly permitted in these terms. No licences or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Style Syndicate or its licensors, except for the licences and rights expressly granted in these terms.

21. Member content

- (a) We may, in our sole discretion, permit you to post, upload, publish, submit or transmit Member Content. By making available any Member Content on or through the site, application and services, you hereby grant to Style Syndicate a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free licence, with the right to sublicense, to use, view, copy, adapt, modify, distribute, licence, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such Member Content on, through, by means of or to promote or market the SS Platform. Style Syndicate does not claim any ownership rights in any such Member Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit any such Member Content.
- (b) You acknowledge and agree that you are solely responsible for all Member Content that you make available through the SS Platform. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all Member Content that you make available through the SS Platform or you have all rights, licences, consents and releases that are necessary to grant to Style Syndicate the rights in such Member Content, as contemplated under these Terms; and (ii) neither the Member Content nor your posting, uploading, publication, of the Member Content breaches any third party rights.
- (c) Submission or transmittal of the Member Content or Style Syndicate's use of the Member Content (or any portion thereof) on, through or by means of the SS Platform will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

22. Links

The SS Platform may contain links to third-party websites, images or resources. You acknowledge and agree that Style Syndicate is not responsible or liable for: (i) the availability or accuracy of such websites or

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resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by Style Syndicate of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources or the content, products or services on or available from such websites or resources.

23. Proprietary rights notices

All trademarks, service marks, logos, trade names and any other proprietary designations of Style Syndicate used herein are trademarks or registered trademarks of Style Syndicate and may not be used without our prior written consent. Any other trademarks, service marks, logos, trade names and any other proprietary designations are the trademarks or registered trademarks of their respective parties.

24. Copyright policy

Style Syndicate respects copyright law and expects its users to do the same. It is Style Syndicate's policy to terminate in appropriate circumstances the Style Syndicate accounts of members or other account holders who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders.

25. Suspension, termination and Style Syndicate account cancellation

- (a) We may, in our discretion and without liability to you, with or without cause, with or without prior notice and at any time, decide to limit, suspend, deactivate or cancel your Style Syndicate account. If we exercise our discretion under these Terms to do so, any or all of the following can occur with or without prior notice or explanation to you:
- (i) your Style Syndicate account will be deactivated or suspended, your password will be disabled, and you will not be able to access the SS Platform, your Style Syndicate account, your Member Content, or receive assistance from Style Syndicate customer service,
 - (ii) any pending or accepted future listings as either Buyer or Contributor will be immediately terminated,
 - (iii) we may communicate to a buyer or contributor that a potential or confirmed listing has been cancelled,
 - (iv) we may refund a Contributor in full for any and all confirmed transactions, irrespective of pre-existing cancellation policies,
 - (v) we may contact a Contributor to inform them about potential alternate items with other listings that may be available on the site, application and services, and
 - (vi) you will not be entitled to any compensation for any funds (even for previously confirmed listings where Item/s have already been purchased by the Buyer) that were cancelled as a result of a suspension, deactivation or termination of your Style Syndicate account.
- (b) You may cancel your Style Syndicate account at any time by sending an email to management@stylesyndicate.com.au. Please note that if your Style Syndicate account is cancelled, we do not have an obligation to delete or return to you any content you have posted to the SS Platform, including, but not limited to, any reviews or feedback.

26. Disclaimers

- (a) If you choose to use the SS Platform or collective content, you do so at your sole risk. You acknowledge and agree that Style Syndicate does not have an obligation to conduct background checks on any Member, including, but not limited to, Buyers and Contributors, but may conduct such background checks in its sole discretion. The SS Platform and collective content are provided "as is", without warranty of any kind, either express or implied. The parties acknowledge and agree that:

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- (i) Style Syndicate is not the provider, manufacturer, distributor or seller of the Items, and has no responsibility in respect of the Items that the Members deal in on the SS Platform; and
 - (ii) Style Syndicate does not recommend or endorse, nor does it make any representation about, any Item listed on the SS Platform.
- (b) Without limiting the foregoing, Style Syndicate makes no warranty that the SS Platform or collective content, including, but not limited to, the Listings or any Items, will meet your requirements or be available on an uninterrupted, secure, or error-free basis. Style Syndicate makes no warranty regarding the quality of any Listings, Items, the SS Platform or collective content or the accuracy, timeliness, truthfulness, completeness or reliability of any collective content obtained through the SS Platform or referral program.
- (c) No advice or information, whether oral or written, obtained from Style Syndicate or through the SS Platform or collective content, will create any warranty not expressly made herein.
- (d) You are solely responsible for all of your communications and interactions with other users of the SS Platform and with other persons with whom you communicate or interact as a result of your use of the SS Platform, including, but not limited to, any Buyers or Contributors. You understand that Style Syndicate does not make any attempt to verify the statements of users of the SS Platform or to review or verify Items. Style Syndicate makes no representations or warranties as to the conduct of users of the SS Platform. You agree to take reasonable precautions in all communications and interactions with other users of the SS Platform and with other persons with whom you communicate or interact as a result of your use of the SS Platform, including, but not limited to, Buyers and Contributors, particularly if you decide to meet offline or in person regardless of whether such meetings are organised by or through Style Syndicate. Notwithstanding Style Syndicate's appointment as the limited payment collection agent of the Buyer for the purpose of accepting payments from a Contributor on behalf of the Buyer, Style Syndicate explicitly disclaims all liability for any act or omission of any Contributor or other third party.

27. Limitation of liability

- (a) You acknowledge and agree that, to the maximum extent permitted by law, the entire risk arising out of your access to and use of the SS Platform and collective content, your listing of any Items via the SS Platform, and any contact you have with other users of the SS Platform whether in person or online remains with you. Neither Style Syndicate nor any other party involved in creating, producing, or delivering the SS Platform or collective content will be liable for any incidental, special, exemplary or consequential damages, including lost profits, loss of data or loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services, or for any damages for personal or bodily injury or emotional distress arising out of or in connection with these terms, from the use of or inability to use the SS Platform or collective content, from any communications, interactions or meetings with other users of the SS Platform or other persons with whom you communicate or interact as a result of your use of the SS Platform, or from your listing of any Item via the SS Platform, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not Style Syndicate has been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed of its essential purpose.
- (b) Except for our obligations to pay amounts to applicable Buyers pursuant to these Terms, in no event will Style Syndicate's aggregate liability arising out of or in connection with these Terms and your use of the SS Platform (including, but not limited to, liability arising from your listing of any Item via the SS Platform, or from the use of or inability to use the SS Platform or collective content and in connection with any Item or interactions with any other Members), exceed:
- (i) if you are a Contributor, the amounts you have paid or owe as your agreed Contribution Amounts via the SS Platform as a Contributor in the twelve (12) month period prior to the event giving rise to the liability,

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- (ii) if you are a Buyer, the amounts paid by Style Syndicate to you in the twelve (12) month period prior to the event giving rise to the liability, and
 - (iii) for any other member or person using or accessing the SS Platform, one hundred Australian dollars (au\$100).
- (c) The limitations of damages set forth above are fundamental elements of the basis of the bargain between Style Syndicate and you.
- (d) Neither party will be liable to the other whether in contract, tort (including negligence) or otherwise in connection with these Terms, for any loss or damage to the extent that the other party contributed to the loss or damage.

28. Indemnification

- (a) You agree to release, defend, indemnify, and hold Style Syndicate and its affiliates and subsidiaries, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with
- (i) your access to or use of the SS Platform, any Item procured through the SS Platform, or any collective content;
 - (ii) your violation of these Terms;
 - (iii) your member content; and
 - (iv) your interaction with any Member, including but not limited to any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of using the SS Platform.

29. General

29.1 Entire agreement

These terms constitute the entire and exclusive understanding and agreement between Style Syndicate and you regarding the SS Platform, collective content, and any Listings of items made via the SS Platform, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Style Syndicate and you regarding Listings of Items, the SS Platform and collective content.

29.2 Assignment

You may not assign or transfer these Terms, by operation of law or otherwise, without Style Syndicate's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. Style Syndicate may assign or transfer these Terms, at its sole discretion, without restriction. Subject to the foregoing, these terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

29.3 Notices

Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms, will be in writing and given by Style Syndicate (i) via email (in each case to the address that you provide) or (ii) by posting to the site or via the application. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

29.4 Controlling law and jurisdiction

These Terms will be interpreted in accordance with the laws of New South Wales, Australia. Any disputes arising in relation to these terms will be heard in a court of New South Wales, Australia.

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29.5 Dispute resolution

- (a) You and Style Syndicate agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof, or to the use of the SS Platform (collectively, "disputes") will be settled by binding arbitration, except that each party retains the right to seek injunctive or other equitable relief to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights.
- (b) If a dispute arises between you and Style Syndicate, our goal is to provide you with a neutral and cost effective means of resolving the dispute quickly. We strongly encourage you to first contact us directly to seek a resolution. We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

29.6 Representations and Warranties

If you accept or agree to these terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these terms and, in such event, "you" and "your" will refer and apply to that company or other legal entity.

29.7 Waiver and severability

The failure of Style Syndicate to enforce any right or provision of these terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorised representative of Style Syndicate. Except as expressly set forth in these terms, the exercise by either party of any of its remedies under these terms will be without prejudice to its other remedies under these terms or otherwise. If for any reason an arbitrator or a court of competent jurisdiction finds any provision of these terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these terms will remain in full force and effect.

29.8 Feedback

We welcome and encourage you to provide feedback, comments and suggestions for improvements to the site and services. You may submit feedback by emailing us. You acknowledge and agree that all feedback will be the sole and exclusive property of Style Syndicate and you hereby irrevocably assign to Style Syndicate and agree to irrevocably assign to Style Syndicate all of your right, title, and interest in and to all feedback, including without limitation all worldwide patent, copyright, trade secret, moral and other proprietary or intellectual property rights therein.

29.9 Monthly referral competition

Every month, Style Syndicate may, in its sole and absolute discretion, choose to award a Member who has successfully driven referral signups for the SS Platform using their unique url by crediting them with \$100 to be used for their next offer to contribute or Listing they post. Only 1 Member will be awarded each month, and the credit must only go to a future offer to contribute or Listing. Style Syndicate reserves the right to refuse the allocation of the credit based on these Terms. We will announce the winner via Instagram and email.

29.10 Contacting Style Syndicate

If you have any questions about these terms please contact Style Syndicate at management@stylesyndicate.com.au.

30. Key definitions

"Buyer" has the meaning given in section 1(b) of these Terms.

"Collective content" means member content and Style Syndicate content.

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“Content” means text, graphics, images, music, software, audio, video, information or other materials.

“Contribution Amount” means the amount that is due and payable by a Contributor in exchange for that contributor’s access to that item. This is pre-set at either 15%, 20% or 30% of the RRP of the item at the time of listing. If at the time the buyer purchases the item, and it has gone on sale, or can be found at a lesser or greater price - the contribution value will remain the same as it was at the time the listing was created.

“Contributor” has the meaning given in section 1(b) of these Terms.

“Item” has the meaning given in section 1(b) of these Terms.

“Listing” means a fashion item that is listed by a buyer as an item available to purchase new, that the buyer is seeking a fixed contribution to purchase.

“Member” means a person who completes Style Syndicate’s account registration process, including but not limited to buyers and contributors, as described under “account registration” below owner.

“Member content” means all content that a member posts, uploads, publishes, submits or transmits to be made available through the site or services.

“Style Syndicate account” has the meaning given in section 2(a) of these Terms.

“Style Syndicate content” means all content that Style Syndicate makes available through the site, or services, including any content licensed from a third party, but excluding member content.

“Tax” or “taxes” mean any sales taxes, value added taxes (vat), goods and services taxes (gst), that buyers may be required by law to collect and remit to governmental agencies, and other similar municipal, state, federal and national indirect or other withholding and personal or corporate income taxes.

“Wear Period” has the meaning given in section 1(d) of these Terms.