

## Terms and Conditions

Last Updated: [25/10/2023]

These Terms and Conditions (“Terms”) govern your use of the Hidetech Pty Ltd, trading as Fingertip ABN: 59 652602 456 website and Platform which is available at [www.fingertip.com](http://www.fingertip.com) (“Site”) and the use of our services (“Services”) provided by Fingertip (“we”, “us”, “our”).

### 1. Acceptance of Terms

By accessing or using our Site and Services, you acknowledge that you have read, understood, and agree to be bound by these Terms, as well as our Acceptable Use Policy (AUP) [<https://fingertip.com/aup>] and Privacy Policy [<https://fingertip.com/privacy>]. If you do not agree with any provision of these Terms, you should discontinue the use of our Site and Services immediately.

### 2. Eligibility

To access and use our Site and Services, you must be at least 18 years of age. By using our Site and Services, you represent and warrant that you meet these eligibility requirements.

### 3. Modifications to the Service

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension, or discontinuance of the Service.

### 4. General Conditions

We reserve the right to refuse service to anyone for any reason at any time. You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

### 5. Our Services

5.1 We build interactive micro websites for our customers. These micro websites include all necessary information to engage your audience and link your social media accounts, such as LinkedIn, Instagram, and Facebook. Additionally, we offer a subscription-based premium service for the micro websites, with a monthly fee of \$20 when paid annually and \$25 when paid month-to-month.

5.2 When using our Services, you may be required to submit personal and professional information. By submitting content, you warrant that you have the right to share this information and that it is accurate and complete.

5.3 We grant you a limited, revocable, non-exclusive, non-transferable right to use the Platform to create, display, use, play, and upload Content in accordance with these Terms and our AUP.

5.4 You must not remove, obscure or alter any proprietary notices or trademarks on the Platform, or make unauthorised copies of, reproduce, distribute, licence, sell, resell, modify, translate, disassemble, decompile, decrypt, reverse engineer, create any derivative works from, or attempt to derive the source code of, the Platform or any part of it.

## **6. Payment Terms**

### **6.1 Basic Offer**

We offer a freemium service, which includes website building and free hosting for your micro-website. You can sign up for the freemium service without any upfront payment.

### **6.2 Premium Service Subscription**

We provide a premium service with enhanced features and benefits.

### **6.3 Subscription Fee**

The subscription fee for the premium service is \$20 when paid annually and \$25 when paid month-to-month. By subscribing to the premium service, you gain access to exclusive features and additional functionalities not available in the basic offer.

### **6.4 Billing Cycle**

The subscription fee for the premium service is billed monthly. The billing cycle starts on the date of subscription and continues the same date of each subsequent month.

### **6.5 Automatic Renewal**

The premium service subscription is set to automatically renew at the end of each billing cycle unless you choose to cancel your subscription.

### **6.6 Cancellation**

You may cancel your premium service subscription at any time without incurring any additional fees. To cancel the subscription, you must contact us within 7 days before the next billing cycle.

### **6.7 Refunds**

Subscription fees for the premium service are non-refundable. In the event of cancellation, you will continue to have access to the premium features until the end of the current billing cycle.

### **6.8 Fee Changes**

We reserve the right to modify the subscription fee for the premium service. In the event of a fee change, you will receive prior notice, and any changes will only apply to future billing cycles.

### **6.9 Payment Methods**

We accept the following payment methods:

Visa  
Mastercard  
PayPal  
Applepay

## **6.10 Currency**

All payments are in Australian Dollars (AUD) and include Goods and Services Tax (GST).

## **6.11 Currency Conversion**

If payment is made in a currency other than USD, the payment amount may be subject to currency conversion fees and fluctuations based on the payment processor's exchange rates.

## **6.12 Payment Processing**

We utilise the services of Stripe and PayPal, our trusted third-party payment processors', to securely handle credit card transactions on our Site. Stripe or PayPal is responsible for collecting, processing, and storing your credit card information. As third-parties, Stripe and PayPal have their own terms of service and privacy policy that govern the handling and storage of your payment information. We encourage you to review Stripe or PayPal's privacy policy and terms of service to understand how they handle your payment information.

## **6.13 Failed Payments**

If your payment method fails or is declined, we will attempt to notify you and request an alternative payment method. Failure to provide a valid payment method may result in the suspension or cancellation of the premium service subscription.

## **7. Username**

7.1 You are responsible for choosing an appropriate username that does not infringe on the rights of others.

7.2 You may not use the name of another person (e.g., a celebrity), brand, or company as your username. Offensive, vulgar, obscene, or misleading usernames are not allowed.

## **8. Scope of Service**

The microsite services will be accessible to you 24 hours a day, 7 days a week, with the exception of scheduled maintenance windows and force majeure events.

### **8.1 Uptime Commitment**

We will strive to maintain a minimum uptime of 99.9% for the microsite platform, calculated monthly. Uptime is measured as the total time the microsite platform is accessible to you, minus any scheduled maintenance periods or unforeseen outages.

### **8.2 Maintenance and Downtime**

We will schedule routine maintenance windows during off-peak hours to minimise disruption to you. Prior notice of scheduled maintenance shall be provided to you through appropriate communication channels.

Downtime may occur during scheduled maintenance windows or in the event of unforeseen technical issues, server maintenance, or circumstances beyond our control.

We will make reasonable efforts to restore services promptly in case of downtime or service interruptions.

### **8.3 Support and Response Times**

We will provide technical support to you through the designated support channels during regular business hours.

We commit to acknowledging support requests within 24 hours and to provide a preliminary response or resolution within 7 business days, based on the severity level of the reported issue.

## **9. Representations and Warranties**

You represent and warrant that:

9.1 You are responsible for all Content posted on the Platform.

9.2 Neither the User Content nor the posting, uploading, publication, submission or transmission of the Content or our use of the Content on, through or by means of our Platform will infringe, misappropriate, or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

9.3 Your use of the Platform and the Content you upload, publish, or share through it, comply with all applicable laws, regulations, and industry standards, including those related to copyright, trademark, privacy, data protection, and any other intellectual property rights.

9.4 You have the legal authority and necessary permissions to use the Platform and to create, upload, and share Content on it. If you are acting on behalf of a business or organisation, you have the authority to bind that entity to our Terms and Conditions, including this AUP.

9.5 You own or have obtained all necessary rights, licenses, consents, and permissions to the Content you upload, publish, or share on the Platform.

9.6 Your Content does not infringe the intellectual property rights, privacy rights, or any other rights of any third party.

9.7 You will not engage in any prohibited activities as outlined in the Acceptable Use Policy.

9.8 You will handle any personal information and data you collect through the Platform in compliance with applicable data protection laws and regulations.

9.9 You will obtain any necessary consents and provide appropriate notices to individuals whose data you process.

## **10. Acceptable Use Policy**

Please refer to our Acceptable Use Policy (AUP) [<https://fingertip.com/aup>] which sets forth the guidelines for acceptable behaviour and Content usage within our community. The AUP covers a range of prohibited activities, including but not limited to spam, fraud, harassment, hate speech, electoral fraud, domain squatting, selling illegal goods and services, extremist/terrorist content, child harm, self-harm, shocking or violent content, copyright or trademark infringement, and misinformation. By agreeing to our terms and conditions, you are also agreeing to abide by the principles and rules set forth in our AUP. Please take the time to review the full AUP.

## **11. Intellectual Property**

11.1 All content available on this Site, including digital images, descriptions, text, logos, designs, graphics, and any other materials (collectively referred to as "Content"), are protected by intellectual property laws and are the exclusive property of Fingertip. The Content is protected by copyright, trademark, and other intellectual property rights.

11.2 By accessing and using this Site, you are granted a limited, non-exclusive, and non-transferable license to view the Content solely for personal, non-commercial purposes related to your interaction with the website. This license does not grant you any rights to modify, reproduce, distribute, publicly display, or create derivative works of the Content without our express written consent.

11.3 The trademarks, service marks, logos, and trade names displayed on this Site are the registered or unregistered trademarks of Fingertip. You are prohibited from using these trademarks or any confusingly similar marks without obtaining prior written permission from Fingertip.

11.4 You agree not to engage in any activities that may infringe upon the intellectual property rights of Fingertip. This includes but is not limited to copying, reproducing, modifying, distributing, displaying, or exploiting the Content without prior written permission.

11.4 You retain ownership of the Content you upload to your microsite. However, by using our services, you grant us a license to use, display, and share your content for the purpose of providing our services.

## **12. Data Security and Privacy**

12.1 We employ reasonable security measures to protect customer data from unauthorised access, disclosure, or loss. For more information on how we handle your data, please refer to our Privacy Policy.

## **13. Backup and Data Retention**

13.1 We perform regular data backups to safeguard customer data hosted on the Platform.

13.2 In the event of data loss or corruption, we will make reasonable efforts to restore data from the most recent backup available.

13.3 We will retain Customer data for the duration necessary to provide the microsite Services or as required by applicable laws and regulations.

13.4 Upon termination of the microsite Services or at the Customer's request, we will securely delete or return Customer data.

13.5. Customers may request the deletion of specific data or their entire microsite account. However, we may retain certain data for legal and legitimate business purposes, such as compliance with accounting and tax obligations.

13.6 Customers are responsible for backing up their own data outside the microsite platform, especially if they require additional data redundancy or have specific data retention requirements.

13.7 Customers are encouraged to maintain their own data backups to safeguard against data loss and ensure compliance with their data retention policies.

13.8. We reserve the right to modify the backup frequency and data retention periods based on evolving business needs and industry best practices.

13.9 Customers will be informed of any significant changes to the backup and data retention practices through appropriate communication channels.

#### **14. Personal Information**

Your submission of personal information through the store is governed by our Privacy Policy [<https://fingertip.com/privacy>]

#### **15. Term and Termination**

##### 15.1 Term

The agreement between Fingertip and the customer shall commence on the date of sign-up and remain in effect for an indefinite period, unless terminated as per the Sections below.

##### 15.2 Termination by Customer

Customers have the right to terminate their microsite account and the services provided by Fingertip at any time without penalty or explanation. To terminate the account, customers may follow the account closure process available on the Platform or contact customer support.

##### 15.3 Termination by us

We reserve the right to terminate or suspend a customer's microsite account and access to the Services provided, with or without cause, at any time and at its sole discretion. Reasons for termination may include, but are not limited to, violation of the Acceptable Use Policy, non-compliance with the Terms, or suspected fraudulent activity.

##### 15.4 Effect of Termination

Upon termination of the customer's microsite account, the customer will no longer have access to the microsite platform and its associated features. Any data, content, or information uploaded by the customer on the microsite platform may be permanently deleted and cannot be recovered.

##### 15.5 Outstanding Payments

Termination of the microsite account does not relieve the customer of any outstanding payment obligations accrued prior to the termination date. All subscription fees and charges incurred up to the termination date must be settled in full.

#### 15.6 Refunds

In the event of a voluntary termination by the customer, no refunds will be issued for any subscription fees or charges previously paid.

#### 15.7 Survival

The termination of the microsite account and access to the platform shall not affect the Sections of these Terms that are intended to survive termination, including but not limited to data security, confidentiality, and intellectual property.

#### 15.8 Transition Period

In the event of termination by us, reasonable efforts will be made to notify the customer in advance to provide sufficient time for the customer to retrieve their data and migrate to an alternative platform if desired.

#### 15.9 No Liability

We shall not be liable to the customer or any third party for any damages, losses, or liabilities arising from the termination or suspension of the microsite account, irrespective of the reason for termination.

### 16. Indemnification

You agree to indemnify and hold harmless Fingertip, its affiliates, directors, officers, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable legal fees) arising out of or related to:

- a) Your use of the microsite Platform and Services provided by Fingertip.
- b) Any content or data you upload, publish, or share on the microsite platform.
- c) Any violation of the Terms, including the Acceptable Use Policy.
- d) Any infringement of intellectual property rights, including copyright, trademarks, or patents, caused by your content or use of the microsite platform.
- e) Any breach of privacy or confidentiality obligations, including the misuse or unauthorized disclosure of personal information.
- f) Any claim or action brought by a third party arising from your interactions with other microsite users or third-party websites linked from your microsite.
- g) Any claim or action arising from your failure to comply with applicable laws, regulations, or industry standards while using the microsite platform.

### 17. Third Party Tools

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input. You acknowledge and agree that we provide access to such tools “as is” and “as available” without any warranties, representations, or conditions of any kind and without any

endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools. Any use by you of optional tools offered through the Site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms.

## **18. Third-Party Links**

Certain content, products, and services available via our Site may include materials from third parties. Third-party links on this Site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third parties. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

## **19. Accuracy, Completeness and Timeliness of Information**

We are not responsible if information made available on this Site is not accurate, complete, or current. The material on this Site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete, or more timely sources of information. Any reliance on the material on this site is at your own risk.

## **20. Errors, Inaccuracies and Omissions**

Occasionally there may be information on our Site that contains inaccuracies or omissions that may relate to Product descriptions, pricing, promotions, offers and availability. We reserve the right to correct any errors, inaccuracies, or omissions, and to change or update information or cancel orders if any information is inaccurate at any time without prior notice

We undertake no obligation to update, amend or clarify information in the Site or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Site or on any related website, should be taken to indicate that all information in the Site or on any related website has been modified or updated.

## **21. Discontinuance**

We may, at any time and without notice to you, discontinue our Platform, in whole or in part. We may also exclude any person from using our Site, at any time and at our sole discretion. We are not responsible for any liability you may suffer arising from or in connection with any such discontinuance or exclusion.

## **22. Warranties and Disclaimers**

22.1 We do not guarantee, represent, or warrant that your use of our Platform will be uninterrupted, timely, secure, or error-free. You agree that from time to time our Platform may be unavailable or we



may cancel the Platform at any time, without notice to you. You expressly agree that your use of, or inability to use, the Platform is at your sole risk. The Platform and Services delivered to you through the Platform are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties, or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

22.2 We do not guarantee that any files available for downloading from the Platform will be completely free from viruses or other harmful computer code.

### **23. Limitation of Liability**

Fingertip provides its microsite Platform and Services to you on an "as is" and "as available" basis, without any warranties or representations, express or implied. Your use of the microsite platform and Services is at your own risk. Fingertip, its affiliates, directors, officers, employees, agents, and contractors shall not be liable for any direct, indirect, incidental, consequential, special, punitive, or exemplary damages, including but not limited to damages for loss of profits, data, goodwill, use, or other intangible losses, even if advised of the possibility of such damages. To the fullest extent permitted by applicable law, Fingertip's total liability to you for any claims, liabilities, or losses arising out of or related to your use of the microsite Platform and Services, whether in contract, tort (including negligence), or otherwise, shall not exceed the total fees paid by you, if any, to Fingertip. You acknowledge and agree that Fingertip does not have control over the Content uploaded, published, or shared on the microsite Platform by users, and Fingertip disclaims any liability for such Content. Fingertip does not guarantee the accuracy, completeness, legality, or reliability of any Content on the microsite Platform.

### **24. Indemnification**

You agree to indemnify, defend, and hold harmless Fingertip its affiliates, directors, officers, employees, agents, and contractors harmless from any claim or demand, including legal fees, made by any third-party due to or arising out of your breach of these Terms or your violation of any law or the rights of a third-party.

### **25. Severability**

If a provision of these Terms is held to be void, invalid, illegal, or unenforceable, that provision must be read down as narrowly as necessary to allow it to be valid or enforceable. If it is not possible to read down a provision (in whole or in part), that provision (or that part of that provision) is severed from these Terms without affecting the validity or enforceability of the remainder of that provision or other provisions in these Terms.

### **26. No Waiver**

The failure of us to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

### **29. Interpretation**

The headings used in this Agreement are included for convenience only and will not limit or otherwise affect these Terms.

### **30. Entire Agreement**

These Terms and our AUP constitute the entire agreement and understanding between you and us and govern your use of our Platform and Services, superseding any prior or contemporaneous agreements, communications, and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

### **31. Governing Law**

Your use of our Site or Products or services are governed by the laws of Victoria, Australia. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts operating in Victoria, Australia and any courts entitled to hear appeals from those courts and waive any right to object to proceedings being brought in those courts.

### **31. Contact**

Any questions or complaints relating to these Terms, or our Services should be directed to [hello@fingertip.com](mailto:hello@fingertip.com).