

## Terms and Conditions of Moorup Device Collection Services

### 1. Definitions

"we", "us", "our" and "Moorup" means Moorup Technology Pty A.C.N 628 238 951, its related bodies corporate (as this term is defined in the Corporations Act 2001 (Cth)) and its employees, agents and independent contractors;  
"you" and "your" means the sender or seller;

### 2. Acceptance and Formation of contract

- a. These terms and conditions constitute an agreement between us ("Agreement") to remove mobile devices ("Devices") from the Seller's premises to perform an assessment of certain devices at Moorup's facility.
- b. To enter into this Agreement, you must be a registered Australian company. No other persons including individuals are eligible for this offer and such other persons (including individuals) may not be a party to this Agreement.

### 3. Collection

- a. Moorup will be responsible for the collection of the devices from Seller's premise (or other nominated location by the Seller). Moorup will be responsible for all costs incurred in the carriage of the devices by Moorup's freight provider.
- b. In preparation for Moorup to collect the devices from the Seller for the functional assessment, the Seller must remove all accessories, cables and chargers from the devices prior to the collection by Moorup.
- c. You must use reasonable care to ensure that all components of each device are packaged together (particularly the device and its battery) with that device.
- d. We will provide you with a delivery receipt detailing the inventory within seven (7) days of device collection and you agree that this shall not be negotiable.

### 4. Device Content

- a. Notwithstanding your responsibilities, representations and warranties under clause 8, by signing this agreement you hereby give express permission to Moorup to erase any data stored on the device. The erasure process will be performed by Moorup to remove content which may be stored on the devices after Moorup has collected the devices from your nominated pick-up location.

### 5. Property, Title and Risk

- a. Upon collection of the Devices, risk (but not legal title) in the Devices will pass from you to Moorup.
- b. Risk in any Device returned to you shall pass from Moorup to you upon dispatch by Moorup of the Device to you.

### 6. Representations and Warranties

- a. You represent and warrant that you have removed all data, applications or information inserted into a Device by an end user prior to making the Device available for collection by Moorup. OR
- b. Per clause 4, by signing this agreement you hereby give express permission to Moorup to perform a factory reset and/or erase data of each device.
- c. You must own all rights to any Devices that you make available for collection by Moorup. By accepting the Moorup Device Buy Back Agreement and/or the Moorup Final Assessment Report you represent and warrant that you are the true and rightful owner of, and have good title to, the Devices and as such, you confirm that you are legally authorised to sell or dispose of the Devices at your own discretion.
- d. As the Seller, you represent and warrant that you are legally capable of entering into a binding agreement to sell the devices to Moorup.

### 7. Your Obligations

- a. Any SIM cards or SD cards received by Moorup with your Devices will not be returned and Moorup will destroy them for your protection. You are responsible for cancelling any network contract linked to each device. Moorup is not responsible for any call costs arising before, or after Moorup's receipt of your Devices, or arising from any other circumstances whatsoever.
- b. Except to the extent specified in Moorup's Privacy Policy, you agree to release Moorup from all and any claims, losses or damages with respect to any data stored or contained in the Device or on any media used in conjunction with the Devices (whether in the form of personal details, SMS, photos, games, songs or other data ("Data")). Moorup accepts no responsibility in relation to the security, protection, confidentiality or use of such Data and it is your responsibility to ensure that such Data is removed from the Devices prior to Moorup collecting them. If any Personal Information is contained on the Devices which has not been deleted when Moorup receive them, Moorup will deal with that Personal Information in accordance with Moorup's Privacy Policy.

### 8. Our Liability

- a. Moorup will not be liable or responsible for any failure to perform, or delay in the performance of, any of Moorup's obligations under this Agreement that is caused by events outside Moorup's reasonable control or due to Moorup's compliance with any applicable laws or regulations.
- b. Except as provided in this clause and subject to any applicable laws in Australia which cannot lawfully be excluded, Moorup is not liable to you whether in contract, tort (including negligence), strict liability or by virtue of the breach of any statutory duty or otherwise or for damages or any consequential loss however caused.
- c. You shall indemnify and keep Moorup indemnified against any loss or expenses (including legal expenses on a full indemnity basis) which Moorup may sustain or incur as a consequence of any default of any of the provisions under this Agreement (including the representations and warranties set out in clause 7 above), including any default in connection with or arising from this Agreement.

## 9. Confidential Information

- a. Except as expressly allowed elsewhere in this Agreement or to the extent required by any applicable law or regulation, each party to this Agreement must keep in confidence any Confidential Information that it receives from the other party by using the same degree of care that it would use to protect its own Confidential Information and in any case, not use or disclose any Confidential Information which may be reasonably foreseen to be prejudicial or adverse to the business of the other party.
- b. For the purposes of this Agreement "Confidential Information" in relation to a party, means all information which is confidential in nature, including information:
  - I. disclosed or communicated to the recipient; or
  - II. learnt or accessed by the recipient in the course of this Agreement, but excludes any such information which the recipient can establish:
  - III. is or became generally available in the public domain otherwise than through a breach of this Agreement or any obligation of confidence owed to the disclosing party;
  - IV. was developed by the recipient independently of the disclosure, communication or access from the disclosing party; or
  - V. was disclosed or communicated to or accessed by the recipient from a third party under no obligation of confidence to the disclosing party in respect of that information.

## 10. General

- a. If any provision of this Agreement is void, unenforceable or contrary to law, such provision shall be deemed to have been excluded from this Agreement from the commencement of this Agreement and shall not affect any other provision in this Agreement.
- b. All clauses by their nature which are intended to survive termination or expiry of this Agreement, shall survive termination or expiration of this Agreement.
- c. This agreement will be governed by the Laws of the State of Victoria, Australia. Each party irrevocably submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in the State of Victoria, Australia and courts of appeal from them in respect of any proceedings arising in connection with this agreement.