

CLUTCH CLUB — WEBSITE TERMS AND CONDITIONS

Last updated: 3/11/2025

Welcome to our website. These Terms & Conditions (“**Terms**”) explain how you may use our website at www.clutchclub.com.au. By accessing or using the website, you agree to be bound by these Terms, which form a binding contractual agreement between you and Clutch Club Operations Pty Ltd (“**Clutch Club**”) (ABN 76 687 518 047) (“**we**”, “**our**”, “**us**”). If you do not agree, please do not use the website.

We may update these Terms at any time by publishing the changes on this page. If a change is material, we will also provide notice (for example, by email or a notice on the website). Your continued use of the website means you accept the updated Terms.

1. YOUR OBLIGATIONS

When using the website, you agree that you will not:

- (a) copy, reproduce, adapt, translate, sell, or attempt to reverse engineer any part of the website without our prior written consent;
- (b) use the website for any purpose other than browsing, learning about our services, or using features we make available;
- (c) use the website in a way that is illegal, fraudulent, or likely to facilitate illegal or fraudulent activity;
- (d) interfere with, disrupt, or place an unreasonable burden on the website or the servers or networks that host it;
- (e) use the website with any automated tools (including bots, scripts, or scrapers) unless we have given you written permission;
- (f) attempt to breach the security of the website, including by:
 - (i) gaining unauthorised access to accounts or data;
 - (ii) scanning or testing for vulnerabilities;
 - (iii) introducing viruses, malware, or harmful code; or
 - (iv) participating in a denial-of-service attack;
- (g) act in a way that could damage our reputation, including by misrepresenting your connection to us or linking to the website in a misleading way.

2. INFORMATION ON THE WEBSITE

- (a) While we will do our best to keep the information on our website as up-to-date and accurate as possible, however, you acknowledge and agree that from time to time, you may encounter the following issues:
 - (i) the website may have errors or defects;
 - (ii) the website may not be accessible at times;
 - (iii) messages sent through the website may not be delivered promptly, or delivered at all; or
 - (iv) information you receive or supply through the website may not be secure or confidential.
- (b) The website is provided for general information only and does not constitute professional advice.
- (c) We reserve the right to change any information or functionality on the website by updating it at any time without notice, including product descriptions, prices and other website content.
- (d) To the maximum extent permitted by law, we are not responsible for loss arising from reliance on the website, except as required under the Australian Consumer Law (**ACL**).

3. INTELLECTUAL PROPERTY

- (a) The website and all content on it (including text, graphics, images, trade marks, logos, and software) are owned or licensed by us.

- (b) You are granted a limited, non-exclusive, non-transferable licence to access and use the website for your personal, non-commercial use only. You must not copy, reproduce, adapt, publish, display, distribute, or create derivative works from any part of the website without our prior written consent, except where permitted by law (such as fair dealing under the *Copyright Act 1968* (Cth)).
- (c) All trade marks, logos, and business names displayed on the website remain our property (or our licensors'). Nothing in these Terms transfers ownership of intellectual property rights to you.

4. THIRD PARTY LINKS AND PLATFORMS

Our website may contain links to other websites or platforms. These are provided for convenience only. We do not control or endorse those sites and are not responsible for their terms, policies, content, or practices. If you use a third-party site, you do so at your own risk.

5. SECURITY AND AVAILABILITY

We take reasonable steps to protect the website, but we do not guarantee it will always be secure, free from errors, or available at all times. The website may occasionally be unavailable due to maintenance, technical issues, or events outside our control.

You are responsible for taking your own precautions to ensure that your access to the website does not expose you to viruses, malware, or other harmful code.

6. REPORTING MISUSE

If you become aware of misuse of the website by any person, any errors in the material on the website or any difficulty in accessing or using the website, please contact us immediately using the contact details or form provided on our website.

7. PRIVACY

You agree to be bound by our Privacy Policy, which can be found [<https://clutchclub.com.au/legal/>].

8. LIABILITY

Nothing in these Terms excludes, restricts, or modifies any rights or remedies you may have under the ACL or any other law that cannot be excluded.

To the maximum extent permitted by law, we make no warranties or representations about this website or any of its content and will not be responsible to you or any third party for any direct or consequential loss suffered in connection with the use of this website.

9. GENERAL

9.1. GOVERNING LAW AND JURISDICTION

These Terms are governed by the laws of Queensland, Australia. By using the website, you submit to the exclusive jurisdiction of the courts of Queensland.

9.2. COMPLAINTS

If you have a complaint or concern about the website, please contact us at admin@clutchclub.com.au . We will use reasonable efforts to respond within 14 days.

9.3. SEVERANCE AND NO WAIVER

If any part of these Terms is found to be invalid, illegal, or unenforceable, that part will be severed to the extent necessary, and the rest of the Terms will continue in full force and effect.

If we do not exercise or enforce a right under these Terms at any time, this does not mean we have waived that right. A waiver is only effective if it is in writing and signed by us.

9.4. ASSIGNMENT

We may assign, transfer, or novate our rights and obligations under these Terms without your consent. You must not transfer your rights or obligations under these Terms without our written consent.