



TERMS AND CONDITIONS

These terms and conditions (the "Terms and Conditions") govern the use of www.chubbytrader.com (the "Site"). This Site is owned and operated by ChubbyTrader Pty Ltd. This Site is an online marketplace.

By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

Governing law

This agreement is governed by, and is to be construed and take effect in accordance with, the laws of New South Wales. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia.

THESE TERMS AND CONDITIONS CONTAIN A DISPUTE RESOLUTION CLAUSE THAT IMPACTS YOUR RIGHTS ABOUT HOW TO RESOLVE DISPUTES. PLEASE READ IT CAREFULLY.

Intellectual Property

All content published and made available on our Site is the property of ChubbyTrader Pty Ltd and the Site's creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site.

Acceptable Use

As a user of our Site, you agree to use our Site legally, not to use our Site for illegal purposes, and not to:

- Harass or mistreat other users of our Site;
- Violate the rights of other users of our Site;
- Violate the intellectual property rights of the Site owners or any third party to the Site;
- Hack into the account of another user of the Site;
- Act in any way that could be considered fraudulent;
- Post any material that may be deemed inappropriate or offensive; or
- Data collection and combination of any or all of above.



If we believe you are using our Site illegally or in a manner that violates these Terms and Conditions, we reserve the right to limit, suspend or terminate your access to our Site. We also reserve the right to take any legal steps necessary to prevent you from accessing our Site.

Accounts

When you create an account on our Site, you agree to the following:

1. You are solely responsible for your account and the security and privacy of your account, including passwords or sensitive information attached to that account; and
2. All personal information you provide to us through your account is up to date, accurate, and truthful and that you will update your personal information if it changes.

We reserve the right to suspend or terminate your account if you are using our Site illegally or if you violate these Terms and Conditions.

Limitation of Liability

ChubbyTrader Pty Ltd and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site.

Indemnity

Except where prohibited by law, by using this Site you indemnify and hold harmless ChubbyTrader Pty Ltd and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our Site or your violation of these Terms and Conditions.

Applicable Law

These Terms and Conditions are governed by the laws of the State of New South Wales.

Dispute Resolution

Subject to any exceptions specified in these Terms and Conditions, if you and ChubbyTrader Pty Ltd are unable to resolve any dispute through informal discussion, then you and ChubbyTrader Pty Ltd agree to submit the issue first before a non-binding mediator and to an arbitrator in the



event that mediation fails. The decision of the arbitrator will be final and binding. Any mediator or arbitrator must be a neutral party acceptable to both you and ChubbyTrader Pty Ltd.

Notwithstanding any other provision in these Terms and Conditions, you and ChubbyTrader Pty Ltd agree that you both retain the right to bring an action in small claims court and to bring an action for injunctive relief or intellectual property infringement.

Additional Terms

- Any products or services listed on the website is sole responsibility of the user specifying those products or services and ChubbyTrader in no way is responsible for the authenticity and genuinity of the same; and
- The users indemnify ChubbyTrader Pty Ltd from any loss, business or personal occurring to any user, third party or both from the reference, recommendation of the products or services listed on www.ChubbyTrader.com.

Severability

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

Changes

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to behave on our Site. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.



Privacy Policy (www.chubbytrader.com)

Type of website: Online marketplace

www.chubbytrader.com (the "Site") is owned and operated by ChubbyTrader Pty Ltd. ChubbyTrader Pty Ltd can be contacted at:

info@chubbytrader.com

14/39 Shirley Road Wollstonecraft NSW 2065

Purpose

The purpose of this privacy policy (this "Privacy Policy") is to inform users of our Site of the following:

1. The personal data we will collect;
2. Use of collected data;
3. Who has access to the data collected; and
4. The rights of Site users.

This Privacy Policy applies in addition to the terms and conditions of our Site.

Consent

By using our Site users agree that they consent to:

1. The conditions set out in this Privacy Policy; and
2. The collection, use, and retention of the data listed in this Privacy Policy.

Personal Data We Collect

We only collect data that helps us achieve the purpose set out in this Privacy Policy. We will not collect any additional data beyond the data listed below without notifying you first.



Data Collected Automatically

When you visit and use our Site, we may automatically collect and store the following information:

1. Location;
2. Clicked links; and
3. Content viewed.

Data Collected in a Non-Automatic Way

We may also collect the following data when you perform certain functions on our Site:

1. First and last name;
2. Email address;
3. Phone number; and
4. Address.

This data may be collected using the following methods:

1. User account creation.

How We Use Personal Data

Data collected on our Site will only be used for the purposes specified in this Privacy Policy or indicated on the relevant pages of our Site. We will not use your data beyond what we disclose in this Privacy Policy.

The data we collect automatically is used for the following purposes:

1. Internal use.

The data we collect when the user performs certain functions may be used for the following purposes:

1. Used on the website for user collaboration.



Who We Share Personal Data With

Employees

We may disclose user data to any member of our organisation who reasonably needs access to user data to achieve the purposes set out in this Privacy Policy.

Other Disclosures

We will not sell or share your data with other third parties, except in the following cases:

1. If the law requires it;
2. If it is required for any legal proceeding;
3. To prove or protect our legal rights; and
4. To buyers or potential buyers of this company in the event that we seek to sell the company.

If you follow hyperlinks from our Site to another Site, please note that we are not responsible for and have no control over their privacy policies and practices.

How Long We Store Personal Data

User data will be stored until the purpose the data was collected for has been achieved. You will be notified if your data is kept for longer than this period.

How We Protect Your Personal Data

In order to protect your security, we use the strongest available browser encryption and store all of our data on servers in secure facilities. Our employees are bound by strict confidentiality agreements and a breach of this agreement would result in the employee's termination and legal action in necessary cases

While we take all reasonable precautions to ensure that user data is secure and that users are protected, there always remains the risk of harm. The Internet as a whole can be insecure at times and therefore we are unable to guarantee the security of user data beyond what is reasonably practical.

Children

We do not knowingly collect or use personal data from children under 16 years of age. If we learn that we have collected personal data from a child under 16 years of age, the personal data will



be deleted as soon as possible. If a child under 16 years of age has provided us with personal data their parent or guardian may contact our privacy officer.

Modifications

This Privacy Policy may be amended from time to time in order to maintain compliance with the law and to reflect any changes to our data collection process. When we amend this Privacy Policy we will update the "Effective Date" at the top of this Privacy Policy. We recommend that our users periodically review our Privacy Policy to ensure that they are notified of any updates. If necessary, we may notify users by email of changes to this Privacy Policy.

Contact Details

Please contact us if you have any questions or concerns. Our contact details are as follows:

info@chubbytrader.com

14/39 Shirley Road Wollstonecraft NSW 2065

You can also contact us through the feedback form available on our Site.