

SWAPOLOGY

SWAPOLOGY TERMS OF USE

1 General

By accessing the website located at www.swapology.co.nz and registered for membership you agree to be bound by these terms of use (**Terms of Use**). Please review them carefully before acceptance.

We may change these Terms of Use at any time for legal or business reasons by updating them on the website at www.swapology.co.nz/terms. Unless stated otherwise, any changes take effect immediately and by continuing to use the Website you agree to be bound by the changed Terms of Use. You are responsible for ensuring you are familiar with the latest Terms of Use. If we amend the Terms of Use to your detriment those changes will only take effect after your current subscription expires.

2 Definitions

Fee means the monthly subscription fee we charge to Members in accordance with these Terms of Use.

GST means Goods and Services Tax in accordance with the Goods and Services Tax Act 1985.

Item means an item of clothing.

Members or you means persons who have created an account on the Website.

Order means an order placed by a Member in respect of an Item in the Wardrobe.

Points means points earned and spent by Members on the Website.

Swapper means a member who has a subscription and sends clothes to us to collect points.

Points Shopper means a member who purchases points to use to buy products on the site.

Swapping means submitting Items to us to be used to gain points to order items from the Wardrobe.

Wardrobe means the collection of Items submitted to us for Swapping.

Website means the www.swapology.co.nz website.

Us or we means Fashion Circle New Zealand Ltd (NZBN 9429050880508) T/A Swapology.



3 **Data Protection and Privacy**

- 3.1 Protecting your privacy is important to us. Please review our Privacy Policy so that you understand our commitment to maintaining your privacy as well as our use and disclosure of your information. You agree to us using your personal information as described in our Privacy Policy at www.swapology.co.nz/privacy-policy.
- 3.2 While we take reasonable steps to ensure that the Website is reasonably secure, you acknowledge and agree that internet transmissions are never completely private or secure. You understand that any information you post, send or share using the Website may be read or intercepted by others.
- 3.3 Please note that where we include links in the Website to the applications, website or services of third parties, we are not responsible for the privacy practices of such third parties, or the way they handle any personal information they collect about you. You should ensure you read their privacy policies carefully before using these third-party website or services.

4 **Proprietary Rights and Licence**

- 4.1 All trademarks, copyright, database rights, and other intellectual property rights of any nature in the Website together with the underlying software code are owned directly either by us or by our licensors.
- 4.2 We hereby grant you a worldwide, non-exclusive, royalty-free revocable licence to use the Website for your personal use in accordance with these Terms of Use.

5 **General Conditions of Use**

- 5.1 The Website comprises an online platform where Members earn and spend Points on Items submitted to the Wardrobe.
- 5.2 By creating an account with Swapology Members:
- (a) Consent to us conducting verification and security procedures in respect of the information provided during the registration process; and
 - (b) Agree to keep any login and account details confidential and secure.
- 5.3 You confirm that all information and details you provide us are true, accurate and up to date in all respects and at all times. You can update and correct your personal details at any time by contacting us.
- 5.4 You will not, nor allow third parties on your behalf to:
- (a) make and distribute copies of the Website;
 - (b) attempt to copy, reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange, or translate the Website; or



(c) create derivative works of the Website of any kind whatsoever.

5.5 We reserve the right to amend or withdraw the Website in accordance with these Terms of Use at any time and for any reason.

5.6 As a Member you agree to compensate and indemnify us against any loss, damage, liability or claims that we suffer or become liable for as a result of your failure to comply with these Terms of Use.

6 **Availability**

6.1 We will use reasonable efforts to make the Website available at all times. However, you acknowledge the Website is provided on the internet and on mobile networks, so the quality and availability of the Website may be affected by factors outside our reasonable control.

6.2 We, our group of companies, and our sub-contractors do not accept any responsibility whatsoever for unavailability of the Website or any difficulty or inability to download or access content or any other communication system failure which may result in the Website being unavailable.

6.3 We will not be responsible for any support or maintenance for the Website.

Membership

7 **Registration**

7.1 Users can register as Members on the Website by completing the account registration process and paying the applicable Fee.

8 **Benefits**

8.1 All Members receive the following benefits:

- (a) Unlimited access to Items for Swapping;
- (b) Unlimited free nationwide shipping of Orders from the Wardrobe to you;
- (c) Confidence that all Items have been checked for quality;
- (d) Subscription to the Swapology Member's electronic newsletter;
- (e) Receiving clear information about our billing and charges when requested.

8.2 All new Members receive the following on registration:

- (a) Bonus Points in the amount applicable to the Membership purchased;

9 **The Wardrobe**



9.1 Swapology accepts the following Items to the Wardrobe (further details are in the Swap Kit):

- (a) Any women's or children's clothing in wearable condition
- (b) All sizes
- (c) Categories:
 - Coats and Jackets
 - Dresses
 - Jeans and Denim
 - Jumpers and Sweaters
 - Jumpsuits and Playsuits
 - Pants and Shorts
 - Skirts
 - Suits
 - Tops and Shirts

9.2 Swapology does not accept the following items to the Wardrobe (further details are in the Swapping Guidelines on the Website):

To ensure a quality, and healthy, swapping experience for Members, we will not accept:

- (a) Personalised or bespoke printed/branded clothing
- (b) Promotional items e.g. corporate merchandise and memorabilia, uniforms (including local sports team uniforms), souvenirs, and institutional branded items.
- (c) Lingerie and undergarments, including bras and slips
- (d) Shapewear
- (e) Swimwear
- (f) Clothing that has been altered
- (g) Fur Coats (*Faux Fur is accepted)
- (h) Jewellery or hair accessories
- (i) Costumes
- (j) Bridal wear



- (k) Handbags, purses/totes/wristlets/clutches/wallets
- (l) Hats, beanies, scarves, gloves, sunglasses, glasses
- (m) Shoes
- (n) Damaged and defected items e.g. items that are stained, torn, pilled, old, have broken zips/buttons
- (o) Dirty items e.g. that have make up stains, pet fur or sweat marks
- (p) Items with odour/body fluids

9.3 All Items received are checked for condition and quality. Items that are rejected for the Wardrobe will either be discarded or donated to Swapology's preferred charity.

10 Points

10.1 All accepted Items submitted by a Member earn Points. Points will only be earned if Items submitted are accompanied by the Member's names and email address.

10.2 Points are earned on Items in accordance with the following system:

	Fast Fashion/Department Store Brands (e.g. Clothes from mall retail, chain and department stores)	Premium Brands (e.g. Clothes from higher end retail stores)	Designer Brands (e.g. Clothes from a designer label)	Hand Sewn Items (e.g. clothes made at home using a pattern)
Condition and Quality Rating	points earned	points earned	points earned	points earned
New with Tags (NWTs): New-to-you items that look brand new and still have their original tags attached	100	200	600	n/a
Like New: New-to-you items in excellent condition, but without the tags	75	150	450	100
Good Condition: New-to-you items in great shape. No stains or defects	50	100	300	75

10.3 Members can view their Points via their account on the Website.



10.4 All Points issued are subject to discretion and change, particularly in relation to hand sewn Items where we will need to determine the size and issue washing instructions.

10.5 Points can be purchased as a standalone product to be used against all Items on the site.

11 **Orders**

11.1 Members can spend points on Items in the Wardrobe. Once an Item is Ordered Swapology will ship the Item to the Member within a reasonable timeframe.

11.2 Orders will be delivered to Members at the address given on registration or as amended. Delivery will be made “no signature required”.

11.3 Orders cannot be returned for a refund of Points spent on it. If a Member is unhappy with an Item received, they can resubmit that Item to the Wardrobe and new Points will be earned in accordance with clause 10.1.

12 **Fees**

12.1 Our Fees for subscription options are notified on the Website or by email to Members and we reserve the right to revise our Fees at any time on at least one month’s notice. New Fees will only apply at the next renewal.

12.2 Fees are in New Zealand dollars and include Goods and Service Tax (GST).

12.3 Fees are to be paid by credit card via the Website. Payment processing services for Members on the Website are provided by Stripe and are subject to the Stripe Connected Account Agreement, which includes the Stripe Terms of Service (collectively, the “Stripe Services Agreement”). By agreeing to these terms or continuing to operate as a Member, you agree to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. As a condition of the Website enabling payment processing services through Stripe, you agree to provide to the us accurate and complete information about you, and you authorise us to share it and transaction information related to your use of the payment processing services provided by Stripe.

13 **Renewal and Cancellation**

13.1 Swapper Memberships will be automatically renewed for the same period unless the Member either cancels or amends their membership via the subscription portal on the Website.

13.2 On expiry of the current period the Member will lose access to the Wardrobe and any unused Points will expire.

13.3 A Member who has cancelled their membership can reregister at any time. However, a Member who re-registers before 12 months has elapsed since



cancellation will not be entitled to receive the new Member benefits set out in clause 9.2.

14 Remedies

14.1 If you breach these Terms of Use then (without limiting any other remedy we may have), we may at our sole discretion, disable or partially disable, modify or delete any or all of your accounts, block your IP address or device from accessing the Website, or in any other lawful way partially or fully restrict your access to the Website. This includes breaches of our codes of conduct or harassment policy.

14.2 You agree to compensate us and keep us compensated for any loss We suffer (including financial or reputational loss) howsoever arising, as a result of your breach of these Terms of Use.

15 Disclaimer and Liability

15.1 The Consumer Guarantees Act 1993 and the Fair Trading Act 1986 may imply warranties or conditions or impose obligations which cannot be excluded, restricted or modified. These Terms of Use must in all cases be read subject to those statutory provisions.

15.2 To the maximum extent permitted by law, and for the avoidance of doubt, we hereby disclaim all implied warranties with regard to the Website. The Website and software are provided "as is" and "as available" without warranty of any kind.

15.3 In no event will we be liable for any direct, indirect, special, punitive, exemplary, or consequential losses or damages of whatsoever kind arising out of your use of or access to the Website, including loss of profit or the like whether or not in the contemplation of the parties or whether based on breach of contract, tort (including negligence), product liability, or otherwise.

15.4 We are not liable to you for any damage or alteration to your equipment, including but not limited to computer equipment, handheld devices, or mobile telephones, as a result of the installation or use of the Website.

15.5 The Website may include links to third party websites. We accept no responsibility for the availability, suitability, reliability or content of such third party websites and We do not necessarily endorse the views expressed in them.

16 General

16.1 Events outside our control: If any cause beyond our reasonable control including but not limited to order of a government or other authority, strike, lockout, labour dispute, delays in transit, difficulty in procuring components or



equipment, embargo, accident, emergency, act of God interfere with our performance of any of our obligations under these Terms of Use then we may at our sole discretion suspend our performance of any such obligation or cancel any contract and we will not be liable to you in any respect.

16.2 Waiver: These Terms of Use remain in force notwithstanding any neglect, forbearance or delay in enforcement. We will not be deemed to have waived any condition unless such waiver will be in writing and such waiver will only apply to the particular transaction to which it refers.

16.3 Severability: If any clause or provision of these Terms of Use will be held illegal or unenforceable by any judgment of any Court or Tribunal having competent jurisdiction, such clause will not apply to this Agreement. The remaining provisions of this Agreement will remain in full force and effect as if the clause or provision held to be illegal or unenforceable had not been included.

16.4 Entire agreement: These Terms of Use constitute the entire agreement between you and us and supersedes and extinguishes all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations and understandings between Us, whether written or oral, relating to the Website.

16.5 Assignment: You acknowledge that we may transfer our rights under these Terms of Use (and any related claims) to any third party without having to obtain your prior consent.

17 **Governing Law and Jurisdiction**

These Terms of Use will be governed by the laws of New Zealand. You agree to submit to the non-exclusive jurisdiction of the New Zealand courts.

For any query, complaint or comment, please contact us by email at hello@swapology.co.nz.

