



## MOORUP TECHNOLOGY TERMS OF SALE FOR PURCHASES MADE VIA SPRIGGY MOBILE

### Our Terms of Sale

Our complete terms of sale are contained below, but some important points for you to know if you wish to proceed:

- These Terms of Sale apply to any refurbished devices purchased by you, sold by Moorup Technology via the Spriggy Mobile website or application.
- We may amend these terms of sale at any time by publishing updated terms on the Platform or by email to you. [See clause [1.5](#)]
- Ongoing use of the Platform, including but not limited to the purchase of a product, indicates that you have read and accepted the below terms of sale (see Clause [2.1](#)).
- We have no obligation to sell you a product. We reserve the right to refuse the sale of any product at our sole discretion. This may include, but is not limited to situations where:-
  - The product is out of stock or unavailable; or
  - There are errors or inaccuracies in pricing or product descriptions.

In any case where we decline to sell you a product, any payments made by you will be fully refunded, except where there is a breach of our terms of sale or any applicable law (see Clause [5.3](#)).

- To the extent permitted by law, our liability to you shall be limited to the amount paid by you in connection with Moorup for Spriggy Mobile. [See clause [12.4](#)]

### 1. General

- 1.1 The offer of refurbished devices and such other products (**Product**) for purchase from time to time (**Offer**) is provided by **Moorup Technology Pty Ltd (we, us or our)** ABN 66 628 238 951, through the online store '**Moorup for Spriggy Mobile**'. We are registered as a Second-Hand Dealer (VIC Licence Number: SHD-0016444).
- 1.2 **Rivva Mobile Pty Ltd** (ABN 35 674 423 333) (**Partner**):
  - i. Facilitates your introduction to the Offer and may separately promote additional offers alongside our Offer from time to time; and
  - ii. Receives payments from you on our behalf.
- 1.3 The 'Moorup for Spriggy Mobile' offer can be accessed via the Spriggy website <http://www.spriggy.com.au/mobile>, and/or Spriggy mobile application (as may be updated from time to time) (**Platform**).
- 1.4 These terms and conditions (**Terms**) are entered into between us and, as applicable, the person accessing, or using the Platform (**You**), together the **Parties** and each a **Party**.
- 1.5 We may amend these terms of sale at any time by publishing updated terms on the Platform or by email to you.
- 1.6 Our Partner is not a party to and does not have any involvement in the contract which is formed between you and us under these Terms.

### 2. Using the Platform

- 2.1 Use of the Platform, including but not limited to purchasing a Product, indicates that you have read, accepted and agree to ongoing adherence of these Terms of Sale.
- 2.2 You warrant that you are 18 years of age or older.
- 2.3 You may be required to verify your identity to us in any matter as so reasonably required by us. You agree to provide us (or another party on our behalf) with all necessary verifications required to provide you with access to Moorup for Spriggy Mobile. Such information will be treated in accordance with our Privacy Policy.

### 3. Online Store terms

- 3.1 You may purchase various available Products online from Moorup for Spriggy Mobile.
- 3.2 Your ability to purchase any Products from Moorup for Spriggy Mobile is subject to availability. We will endeavour to ensure that Products listed on Moorup for Spriggy Mobile are in stock but reserves the right to cancel any Order it is unable to fulfil.
- 3.3 Product Specifications:
  - i. The description of Products described on the Platform, including features and specifications, are subject to change by us without notice, however the description of any Products may not be varied for any completed Order.
  - ii. You acknowledge and accept that the weight, dimension and other specifications of Products are estimates only and may not be completely accurate.

### 4. Pricing

- 4.1 Pricing for each Product shall be as described on Moorup for Spriggy Mobile as updated from time-to-time.
- 4.2 We are under no obligation to maintain pricing for any Product prior to confirmation of an order.
- 4.3 Pricing shall be confirmed at the time that you complete payment and, upon completing an Order, may not be varied unless the Pricing has been mistakenly represented to you.

### 5. Purchase, Payment & Orders

- 5.1 An order is confirmed when you complete payment for the Product(s) in accordance with the instructions on the site and are sent a confirmation email to your provided email address.
- 5.2 Payment for Orders will be processed immediately upon you confirming your Order on the Platform and may be handled by third-party payment platforms such as Stripe, PayPal or other payment service provider used.
- 5.3 We reserve the right to cancel an Order at any time prior to dispatch of the Product in our complete discretion, in which case a full refund will be provided to you with respect to the cancelled Order.
- 5.4 All payments shall be made via the online payment gateway on Moorup for Spriggy Mobile or in such other manner as we may direct from time-to-time.
- 5.5 Unless expressed otherwise, the pricing for each Product shall be deemed inclusive of Sales Tax and delivery costs.
- 5.6 Our Partner will provide you with an invoice for each Order, on our behalf.

### 6. Shipping & Delivery

- 6.1 We shall advise you of any shipping fees prior to payment of any Product if not included in the Product purchase price.
- 6.2 We may not ship to all locations and will advise you if a delivery address is not in a location to where we ship.
- 6.3 You must provide us with accurate shipping information. Where you provide an incorrect or incomplete delivery address, we may charge a redelivery fee for each subsequent delivery in our discretion.
- 6.4 We will advise you of the day on which delivery is expected to be made. You agree that any representation regarding delivery dates or times are best estimates only, and we are not liable for any Deliveries not made at the represented date or time.
- 6.5 You (or your representative) may be required to present a proof of identification to the courier at the point of delivery.
- 6.6 You authorise us to instruct our shipping agent to leave the Products at the delivery address if the premises is unattended at the time of delivery.
- 6.7 You agree that risk in the Products transfers to you upon delivery.
- 6.8 After taking delivery of the Order, you agree to examine the Products and notify us if there is any damage to the Products within 14 days of delivery.

6.9 Under no circumstances will we be liable for any cost, loss or damage caused by a delay in shipping after it has been despatched by us including incorrect shipping details provided by you.

## 7. Product Tracking

7.1 We (or another party on our behalf) will ordinarily provide you with tracking information for each shipped Product (**Tracking Information**).

7.2 Where we provide Tracking Information, we do so as a courtesy only and take no responsibility as to the accuracy of any Tracking Information. You agree that Tracking Information will be provided by a third-party shipping agent.

7.3 You acknowledge that any tracking information is sourced from a third-party shipping company and that we shall not be liable under any circumstance in relation to that tracking information.

## 8. Returns

8.1 We do not provide refunds or accept returns, except where required by law (including the Australian Consumer Law), or as otherwise provided for under these Terms of Sale.

8.2 You may notify us if:

- i. A Product(s) is not received;
- ii. The Product arrives damaged or faulty; and/or
- iii. You otherwise believe that you are entitled to a refund or exchange under any applicable law or under these Terms of Sale.

8.3 If the Product(s) arrives damaged, faulty or otherwise not usable you are required to notify us via email at [spriggymobile@moorup.com.au](mailto:spriggymobile@moorup.com.au) within 14 days of the Product(s) delivery date, in which case you shall be eligible for a replacement device at no cost to you. If notice is not received within the required timeframe, then the defective Product(s) shall be governed by the Warranty Statement.

8.4 Where you have requested a Product(s) to be returned, we will provide instructions on how to return the Product(s).

## 9. Warranty Statement

9.1 We warrant that any refurbished Product sold by us will be free from any manufacturing faults (software or functional issues) under normal use for a period of 12 months from the original date of purchase. This warranty is only available to the original purchaser of the Product and is non-transferable. This warranty is provided in addition to your rights under the Australian Consumer Law.

9.2 If a defect arises and a valid claim is received within the warranty period we will at our option:

- i. Repair the product at no charge using new or refurbished parts;
- ii. Replace the product with a refurbished product; or
- iii. Refund the purchase price of the product.

9.3 This warranty does not cover:

- i. Damage resulting from misuse, accident, modification, unauthorised repair, or other external causes;
- ii. Normal wear and tear, including cosmetic damage;
- iii. Consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship.

## 10. Satisfaction Guarantee

10.1 We offer a 30-day satisfaction guarantee on all products available for sale. If you are not completely satisfied with the product, you may return the item within thirty (30) calendar days from the date of purchase for a refund, exchange, or store credit, subject to the following conditions:

- i. To qualify for a return or refund, the product must be returned in its original condition, with all packaging materials, accessories, and documentation included. The product must not show signs of excessive use, damage, or alterations by the customer unless otherwise specified in the product-specific guarantee terms.

- ii. A valid receipt or order confirmation must be provided to process any returns or refunds under this guarantee.
- iii. You may initiate a return or exchange by contacting us via [spriggymobile@moorup.com.au](mailto:spriggymobile@moorup.com.au) within the 30-day period. Refunds will be processed in the original form of payment 5-10 business days after the returned product has been received and inspected by us. In the case of an exchange, the replacement device will be shipped once the returned item has been received us.
- iv. **Non-Transferability:** This satisfaction guarantee is available only to the original purchaser of the product and is not transferable.

## 11. Privacy

- 11.1 We maintain our Privacy Policy in compliance with the provisions of the Privacy Act 1988 (Cth) for data that we collect about you and other customers.
- 11.2 The Platform may use cookies (a small electronic tracking code) to improve your experience while browsing, while also sending browsing information back to us. You may manage how it handles cookies in your own browser settings.
- 11.3 You agree that all personal information that you provide us will be collected, used, disclosed and held in accordance with our Privacy Policy (as amended from time to time) which is available at <https://spriggy.com.au/mobile/moorupprivacy>.
- 11.4 You agree that any of your personal information disclosed to or collected by the Partner and/or the MVNO will be used, disclosed and held in accordance with the Partner's privacy policy and/or the MVNO's privacy policy (as applicable, and as amended from time to time) available at: <https://www.spriggy.com.au/mobile/privacy>.
- 11.5 You acknowledge and agree that we and the Partner may disclose to each other your personal information in connection with an Order, for marketing and promotional purposes and for any other purposes outlined in the relevant privacy policy.

## 12. Limitations of Liability

- 12.1 Nothing in these Terms attempts to modify or exclude the conditions, warranties and undertakings, and other legal rights, under the Australian Consumer Law.
- 12.2 To the maximum extent permitted by law:
  - (a) our maximum aggregate liability arising from or in connection with the Terms will be limited to, and must not exceed, the sale price for the Device(s) the subject of the relevant claim; and
  - (b) In no circumstances will we be liable for any direct, incidental, consequential or indirect damages, illness, personal injury, death, damage to property, loss of property; and
  - (c) we will not be liable to you for any loss of profit (including anticipated profit), loss of benefit (including anticipated benefit), loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings (including anticipated savings), loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.
- 12.3 We will not be liable or responsible for any failure to perform, or delay in the performance of, any of our obligations under these Terms or any law that is caused by events outside our reasonable control or due to any act or omission of you or your related parties. We are not liable or responsible for any acts or omissions of the MVNO.
- 12.4 To the extent permitted by law, our liability to you shall be limited to the amount paid by you in connection with Moorup for Spriggy Mobile.

## 13. General Conditions

### 13.1 Customer Support

- i. We provide customer support for Moorup for Spriggy Mobile via live chat on the Platform and the email address [spriggymobile@moorup.com.au](mailto:spriggymobile@moorup.com.au).
- ii. We shall endeavour to respond to all support requests within 1 Business Days.

### 13.2 Security

- i. We take the security of Moorup for Spriggy Mobile and the privacy of our customers very seriously. You agree that you shall not do anything to prejudice the security or privacy of our systems or the information on them.
- ii. You are solely responsible for ensuring that your access to and use of Moorup for Spriggy Mobile is safe and not exposed to the risk of viruses, malicious malware or other forms of interference that may damage your device.

### 13.3 Intellectual Property

- i. **Trade marks.** We have moral and registered rights in our trademarks and you shall not copy, alter, use or otherwise deal in the marks without the prior written consent of us.
- ii. **Proprietary Information.** We may use software and other proprietary systems and Intellectual Property for which we have appropriate authority to use, and you agree that such is protected by copyright, trade marks, patents, proprietary rights and other laws, both domestically and internationally. You warrant that you shall not infringe on any third-party rights through the use of Moorup for Spriggy Mobile.
- iii. **The Platform.** You agree and accept that all functionality and aspects provided by Moorup through Moorup for Spriggy Mobile is our Intellectual Property and you further warrant that by using Moorup for Spriggy Mobile you will not:
  1. Copy Moorup for Spriggy Mobile or the services that it provides for your own commercial purposes; and
  2. Directly or indirectly copy, recreate, decompile, reverse engineer or otherwise obtain, modify or use any source or object code, architecture, algorithms contained in Moorup for Spriggy Mobile or any documentation associated with it.
- iv. **Content.** All content submitted to us, whether via Moorup for Spriggy Mobile or directly by other means, becomes and remains our Intellectual Property, including (without limitation) any source code, analytics, insights, ideas, enhancements, feature requests, suggestions or other information provided by you or any other party with respect to Moorup for Spriggy Mobile.

### 13.4 Dispute Resolution

- i. If any dispute arises between the parties in connection with these Terms of Sale (**Dispute**), then either party may notify the other of the Dispute with a notice (**Dispute Notice**) which:
  1. Includes or is accompanied by full and detailed particulars of the Dispute; and
  2. Is delivered within 10 Business Days of the circumstances giving rise to the Dispute first occurring.
- ii. Within 10 Business Days after a Dispute Notice is given, a representative (with the authority to resolve the dispute) from each of the parties must meet (virtually or otherwise) and seek to resolve the Dispute.
- iii. Subject to clause iv, a party must not bring court proceedings in respect of any Dispute unless it first complies with the requirements of the dispute resolution mechanism outlined in this clause.
- iv. Nothing in this clause prevents either party from instituting court proceedings to seek urgent injunctive, interlocutory or declaratory relief in respect of a Dispute.
- v. Despite the existence of a Dispute, the parties must continue to perform their respective obligations under this document and any related agreements.

### 13.5 Electronic Communication, Amendment & Assignment

- i. The words in this clause that are defined in the Electronic Transactions Act 1999 (Cth) have the same meaning.
- ii. You can direct notices, enquiries, complaints and so forth to us as set out in these Terms of Sale. We will notify you of a change of details from time-to-time.
- iii. We will send you notices and other correspondence to the details that you submit to us, or that you notify us of from time-to-time. It is your responsibility to update your contact details as they change, and in particular your email address which shall be the primary means of communication.
- iv. A consent, notice or communication under these Terms of Sale is effective if it is sent as an electronic communication unless required to be physically delivered under law.

- v. Notices must be sent to the parties' most recent known contact details.
- vi. You may not assign or otherwise create an interest in these Terms of Sale.
- vii. We may assign or otherwise create an interest in our rights under these Terms of Sale by giving written notice to you.

#### 13.6 General

- i. **Special Conditions:** The parties may agree to any Special Conditions to these Terms of Sale in writing.
- ii. **Prevalence:** To the extent these Terms of Sale is in conflict with, or inconsistent with, the terms of any Special Conditions made under these Terms of Sale, as relevant, the terms of those Special Conditions shall prevail.
- iii. **Disclaimer:** Each party acknowledges that it has not relied on any representation, warranty or statement made by any other party, other than as set out in these Terms of Sale.
- iv. **Relationship:** The relationship of the parties to these Terms of Sale does not form a joint venture or partnership.
- v. **Waiver:** No clause of these Terms of Sale will be deemed waived and no breach excused unless such waiver or consent is provided in writing.
- vi. **Further Assurances:** Each party must do anything necessary (including executing agreements and documents) to give full effect to these Terms of Sale and the transaction facilitated by it.
- vii. **Governing Law:** This Agreement is governed by the laws of Victoria, Australia. Each of the parties hereby submits to the non-exclusive jurisdiction of courts with jurisdiction there.
- viii. **Severability:** Any clause of these Terms of Sale, which is invalid or unenforceable, is ineffective to the extent of the invalidity or unenforceability without affecting the remaining clauses of these Terms of Sale.

#### 14. Definitions

The following definitions apply in this document:

**Australian Consumer Law** means Schedule 2 of the Competition and Consumer Act 2010 (Cth).

**Business Day** means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Melbourne, Australia.

**Company** means Moorup Technology Pty Ltd (ABN: 66 628 238 951).

**Customer** means a customer of Moorup for Spriggy Mobile.

**Device** means refurbished devices and such other Products.

**Intellectual Property** means all rights (present and future) conferred by common law, equity or statute (and all moral rights) connected with business names, computer software, confidential information, copyright, designs, domain names, formulas, inventions, knowhow, patents, trade marks, and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic field, the benefit of any application to register such a right and the benefit of any renewal or extension of such a right.

**Order** means an order for one or more Products placed by you via Moorup for Spriggy Mobile.

**Moorup for Spriggy Mobile** means the online store where you can purchase products, which we make available via the Platform from time-to-time.

**MVNO** means the third party that may offer Spriggy Mobile mobile plan services from time to time via the Spriggy website at [www.spriggy.com.au/mobile](http://www.spriggy.com.au/mobile) and/or the Spriggy mobile application.

**Partner** means Rivva Mobile Pty Ltd (ABN 35 674 423 333).

**Platform** means the relevant part(s) of the website at [www.spriggy.com.au/mobile](http://www.spriggy.com.au/mobile) and/or the Spriggy mobile application, where such website and/or mobile application makes available Products for sale by us (as may be updated from time to time).

**Pricing** means the pricing published on the Platform from time-to-time.

**Privacy Policy** means our Privacy Policy, as updated from time-to-time, accessible at the Platform.

**Product** means any item available for purchase via Moorup for Spriggy Mobile.

**Sales Tax** means any tax payable on Products that may be charged by the relevant authority in the jurisdiction the Product is being shipped to.

**Special Conditions** means any special conditions agreed to by the parties that shall apply to these Terms of Sale.

**Terms of Sale** means these terms and conditions of using Moorup for Spriggy Mobile, as updated from time-to-time, accessible at the Platform.

**Tracking Information** means any information provided by us to you in order to track a shipped Order.

**Warranty Statement** means the warranty policy as detailed in Clause 9 of this document.

**For any questions or notices, please contact us at:**

Moorup Technology Pty Ltd (ABN 66 628 238 951)

Business address: 34 Korong Road, Heidelberg West VIC 3081

Telephone: 1300 290 594

**Email:** [spriggymobile@moorup.com.au](mailto:spriggymobile@moorup.com.au)