

## LITTLE LUNAR

### TERMS AND CONDITIONS OF TRADE

#### 1. Definitions

- 1.1 "Little Lunar" means any legal entity of Little Lunar and any current or future holding company, subsidiary, related company or successors and assignees of these companies or any person acting on behalf of and with the authority of the Little Lunar.
- 1.2 "Company" refers to any legal entity of Little Lunar and any current or future holding company, subsidiary, related company or successors and assignees of these companies or any person acting on behalf of and with the authority of the Little Lunar.
- 1.3 "Customer" means the person/s buying the Goods and/or Services or Services as specified in any invoice, document or order, and if there is more than one Customer is a reference to each Customer jointly and severally.
- 1.4 "Confidential Information" means any information exchanged between Little Lunar and the Customer for the purposes of the Customer buying the Goods and/or Services from Little Lunar, including but not limited to, the prices and payment terms offered to the Customer by Little Lunar.
- 1.5 "Goods" means all Goods supplied by Little Lunar to the Customer (and where the context so permits, shall include any supply of Services as hereinafter defined) and are as described on the invoices, quotation, work authorisation or any other forms as provided by Little Lunar to the Customer. Goods includes the Lunar Conception Map.
- 1.6 "Lunar Conception Map" refers to the chart derived from a prospective mother and father's birthdates which indicate when conception could occur that may increase the chance of having a baby of a particular sex.
- 1.7 "Services" means all Services supplied by Little Lunar to the Customer and includes any advice or recommendations (and where the context so permits, shall include any supply of Goods and/or Services as defined above).
- 1.8 "Price" means the Price payable for the Goods and/or Services as agreed between Little Lunar and the Customer in accordance with clause 4 below.
- 1.9 "Website" means <https://littlelunar.com.au/> including any subdomains, therefore any other websites and Applications through which Little Lunar makes its services available.
- 1.10 "Terms" means these Terms and Conditions which constitute the legally binding agreement between Little Lunar and the Customer for the provision of Little Lunar Goods and/or Services.
- 1.11 "Permitted Purpose" means the purchase of the Goods and/or Services from Little Lunar.

#### 2. Acceptance

- 2.1 The Customer is taken to have accepted and is immediately bound, jointly and severally, by these Terms if the Customer places an order for or accepts delivery of the Goods and/or Services from Little Lunar.
- 2.2 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 9 of the *Electronic Transactions Act 2000* (Vic) or any other applicable provisions of that Act or any Regulations referred to in that Act.

### **3. Little Lunar Does Not Provide Medical Advice**

- 3.1 The information contained within this website, Little Lunar's social media, the Lunar Conception Map and any other information in any other medium conveyed by Little Lunar are for entertainment purposes only and is not intended to replace medical advice or treatment or provide health information.

### **4. Little Lunar does not guarantee any outcomes**

- 4.1 Little Lunar does not guarantee that a baby will be born a particular sex if conception accords with the suggestions of the personalised Lunar Conception Map. Little Lunar will not be responsible for any disappointment stemming from the birth of a child of a particular sex. The use of any information provided by Little Lunar is at the sole discretion and risk of the customer.

### **5. The Customer Takes All Liability**

- 5.1 Whilst the formula used to generate the Lunar Conception Map is supported by anecdotal evidence, no outcome is scientifically guaranteed. Under no circumstances will Little Lunar accept liability to any extent for any injury, loss or damage stemming from decisions made on the basis of information provided on this website or the Lunar Conception Map.
- 5.2 Little Lunar does not make any express or implied warranties, guarantees or representations about any information presented by Little Lunar, regardless of the medium upon which it is published.
- 5.3 Any information followed by a customer is at their own risk entirely. The customer who purchases the Lunar Conception Map accepts sole liability for any decisions and actions they make upon receipt of the information conveyed by Little Lunar.
- 5.4 This site and service is not to be used by children under the age of 18.

### **6. Change in Control**

- 6.1 The Customer shall give Little Lunar fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer's details (including but not limited to, changes in the Customer's name, address, contact phone, email or fax number/s, or business practice). The Customer shall be liable for any loss incurred by Little Lunar as a result of the Customer's failure to comply with this clause.

### **7. Orders and Price**

- 7.1 At the sole discretion of Little Lunar, the Price shall be either:
- (a) as indicated on any invoice provided by Little Lunar to the Customer; or
  - (b) the Price as at the date of delivery of the Goods and/or Services according to the current price list of Little Lunar.
- 7.2 Unless otherwise stated the Price does not include GST. In addition to the Price, the Customer must pay to Little Lunar an amount equal to any GST Little Lunar must pay for any supply by Little Lunar under this or any other agreement for the sale of the Goods and/or Services. The Customer must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Customer pays the Price. In addition, the Customer must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.

- 7.3 Little Lunar will not accept an order unless the order has been delivered to Little Lunar with specific details included. Little Lunar does not accept responsibility for any Customer's details being incorrectly entered into the Website or App which may or may not alter the outcome of the Lunar Conception Map.
- 7.4 Where any orders are given by the Customer verbally, Little Lunar will not accept any responsibility for miscommunicated request information under any circumstances.
- 7.5 Once the order is placed by the Customer and has been accepted by Little Lunar, the Customer will be unable to cancel the order unless Little Lunar provides written acceptance of the cancellation.

## **8. Payment**

- 8.1 Time for payment for the Goods and/or Services being of the essence, the Price will be payable by the Customer on the date/s determined by Little Lunar, which is:
  - (a) before delivery of the Goods and/or Services; or
  - (b) other form or agreement which has been agreed, in writing, between the parties as being the date for payment.
- 8.2 Payment may be made by online transaction at the time of purchase to receive delivery of the Lunar Conception Map.

## **9. Delivery of Goods**

- 9.1 Delivery ("Delivery") of the Goods and is taken to occur at the time that Little Lunar delivers the Goods to the Customer's nominated email address.
- 9.2 The Customer must take delivery by of the Goods.
- 9.3 Any time or date given by Little Lunar to the Customer is an estimate only, and Little Lunar will not be liable for any disruptions to delivery due to unavoidable circumstances, including but not limited to, internet service disruption, employee strikes and natural disasters. The Customer must still accept delivery of the Goods even if late and Little Lunar will not be liable for any loss or damage incurred by the Customer as a result of the delivery being late.

## **10. Risk**

- 10.1 Risk of damage to or loss of the Goods passes to the Customer on Delivery.
- 10.2 Any risk inherited by the Customer on Delivery is particularised in the Terms of Use policy. To the extent of any inconsistencies between these Terms and Conditions and the Terms of Use, the Terms of Use shall prevail.

## **11. Title**

- 11.1 Little Lunar and the Customer agree that ownership of the Goods shall not pass until:
  - (a) the Customer has paid Little Lunar all amounts owing to Little Lunar; and
  - (b) the Customer has met all of its other obligations to Little Lunar.
- 11.2 Receipt by Little Lunar of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.
- 11.3 It is further agreed that:
  - (a) until ownership of the Goods passes to the Customer in accordance with clause 8.1 that the Customer is only a bailee of the Goods and must return the Goods to Little Lunar on request and delete the original and any copies of the Lunar Conception Map;

- (b) The Customer must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Customer sells, disposes or parts with possession of the Goods then the Customer must hold the proceeds of any such act on trust for Little Lunar and must pay or deliver the proceeds to Little Lunar on demand;
- (c) The Customer should not convert or process the Goods or intermix them with other Goods but if the Customer does so then the Customer holds the resulting product on trust for the benefit of Little Lunar and must sell, dispose of or return the resulting product to Little Lunar as it so directs;
- (d) Little Lunar may recover possession of any Goods in transit whether or not delivery has occurred; and
- (e) Little Lunar may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Customer.

## **12. Security and Charge**

- 12.1 In consideration of Little Lunar agreeing to supply the Goods and/or Services to the Customer, the Customer charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Customer either now or in the future, to secure the performance by the Customer of its obligations under these terms and conditions (including, but not limited to, the payment of any money).
- 12.2 The Customer indemnifies Little Lunar from and against all Little Lunar costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Little Lunar rights under this clause.
- 12.3 The Customer irrevocably appoints Little Lunar and each director of Little Lunar as the Customer's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 9 including, but not limited to, signing any document on the Customer's behalf.

## **13. Intellectual Property**

- 13.1 Where Little Lunar has designed, drawn or developed Goods for the Customer, then the copyright in any designs and drawings and documents shall remain the property of Little Lunar.
- 13.2 The Customer warrants that all designs, specifications or instructions given to Little Lunar will not cause Little Lunar to infringe any patent, registered design or trademark in the execution of the Customer's order and the Customer agrees to indemnify Little Lunar against any action taken by a third party against Little Lunar in respect of any such infringement.
- 13.3 The Customer agrees that Little Lunar may (at no cost) use for the purposes of marketing or entry into any competition, any documents, Lunar Conception Maps, designs, drawings or Goods which Little Lunar has created for the Customer.

## **14. Defects, Warranties and Returns, *Competition and Consumer Act 2010* ("CCA")**

- 14.1 The Customer must inspect the Goods and/or Services on delivery and must within five (5) days of delivery notify Little Lunar in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Customer must notify any other alleged defect in the Goods and/or Services as soon as reasonably possible after any such defect

becomes evident. Upon such notification the Customer must allow Little Lunar to inspect the Goods and/or Services.

14.2 Little Lunar Goods and/or Services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the Services, the Customer is entitled:

- (a) to cancel your Services contract with us; and
- (b) to a refund for the unused portion, or to compensation for its reduced value.

The Customer is also entitled to choose a refund or replacement for major failures with Goods and/or Services. If a failure with the Goods and/or Services and/or Services does not amount to a major failure, the Customer is entitled to have the failure rectified in a reasonable time. If this is not done, the Customer is entitled to a refund for the Goods and/or Services and to cancel the contract for the Services and obtain a refund of any unused portion. The Customer is also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the Goods and/or Services and/or Services ("Non-Excluded Guarantees").

14.3 Little Lunar acknowledges that nothing in these Terms purports to modify or exclude the Non-Excluded Guarantees.

14.4 Except as expressly set out in these Terms or in respect of the Non-Excluded Guarantees, Little Lunar makes no warranties or other representations under these Terms including but not limited to the quality or suitability of the Goods and/or Services. Little Lunar liability in respect of these warranties is limited to the fullest extent permitted by law.

14.5 If the Customer is a consumer within the meaning of the CCA, Little Lunar liability is limited to the extent permitted by section 64A of Schedule 2.

14.6 If Little Lunar is required to replace the Goods and/or Services under this clause or the CCA, but is unable to do so, Little Lunar may refund any money the Customer has paid for the Goods and/or Services.

14.7 If the Customer is not a consumer within the meaning of the CCA, Little Lunar liability for any defect or damage in the Goods and/or Services is:

- (a) limited to the value of any express warranty or warranty card provided to the Customer by Little Lunar at Little Lunar sole discretion;
- (b) limited to any warranty to which the Little Lunar is entitled, if Little Lunar did not manufacture the Goods and/or Services;
- (c) otherwise negated absolutely.

14.8 Subject to this clause 11, returns will only be accepted provided that:

- (a) The Customer has complied with the provisions of clause 11.1; and
- (b) Little Lunar has agreed that the Goods and/or Services are defective; and
- (c) the Goods and/or Services are returned within a reasonable time at the Customer's cost (if that cost is not significant); and
- (d) the Goods and/or Services are returned in as close a condition to that in which they were delivered.

14.9 Notwithstanding clauses 14.1 to 14.8 but subject to the CCA, Little Lunar shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:

- (a) the Customer failing to properly maintain or store any Goods and/or Services;
- (b) the Customer using the Goods and/or Services for any purpose other than that for which they were designed;

- (c) the Customer continuing the use of any Goods and/or Services after any defect became apparent or should have become apparent to a reasonably prudent operator or user;
- (d) the Customer failing to follow any instructions or guidelines provided by Little Lunar; or
- (e) fair wear and tear, any accident, or act of God.

14.10 Little Lunar will not accept returns of any products delivered via email, regardless of whether which the customer has opened the email.

14.11 Notwithstanding anything contained in this clause, if Little Lunar is required by a law to accept a return, then Little Lunar will only accept a return on the conditions imposed by that law.

14.12 Subject to clause 11.1, customised, or non-stocklist items or Goods and/or Services made or ordered to the Customer's specifications are not acceptable for credit or return, including the Map.

## **15. Default and Consequences of Default**

15.1 Without prejudice to any other remedies Little Lunar may have, if at any time the Customer is in breach obligation (including those relating to payment) under these terms and conditions Little Lunar may suspend or terminate the supply of Goods and/or Services to the Customer. Little Lunar will not be liable to the Customer for any loss or damage the Customer suffers because Little Lunar has exercised its rights under this clause.

15.2 Without prejudice to Little Lunar other remedies at law Little Lunar shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to Little Lunar shall, whether or not due for payment, become immediately payable if:

- (a) any money payable to Little Lunar becomes overdue, or in the opinion of Little Lunar the Customer will be unable to make a payment when it falls due;
- (b) the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
- (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

## **16. Cancellation**

16.1 Little Lunar may cancel any contract to which these Terms apply or cancel delivery of Goods and/or Services at any time before the Goods and/or Services are delivered by giving written notice to the Customer. On giving such notice Little Lunar shall repay to the Customer any money paid by the Customer for the Goods and/or Services. Little Lunar shall not be liable for any loss or damage whatsoever arising from such cancellation.

16.2 If the Customer cancels delivery of Goods and/or Services the Customer shall be liable for any and all loss incurred (whether direct or indirect) by Little Lunar as a direct result of the cancellation.

16.3 Cancellation of orders for Goods and/or Services made to the Customer's specifications, or for items not contained on the stock list, will not be accepted once production has commenced, or an order has been placed.

## **17. Privacy Policy**

- 17.1 A copy of the Privacy Policy, updated from time to time, of Little Lunar can be found at <https://littlelunar.com.au/> or alternatively, a hard copy can be provided upon written request.

## **18. Unpaid Little Lunar Rights**

- 18.1 Where the Customer has left any item with Little Lunar for repair, modification, exchange or for Little Lunar to perform any other service in relation to the item and Little Lunar has not received or been tendered the whole of any moneys owing to it by the Customer, Little Lunar shall have, until all moneys owing to Little Lunar are paid:
- (d) a lien on the item; and
  - (e) the right to retain the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected Goods and/or Services.
- 18.2 The lien of Little Lunar shall continue despite the commencement of proceedings, or judgment for any moneys owing to Little Lunar having been obtained against the Customer.

## **19. Service of Notices, Legal Demands and Process**

- 19.1 Any written notice or legal demand given under this contract shall be agreed to have been given and received:
- (a) by handing the notice or legal demand to the other party, in person;
  - (b) by leaving it at the address of the other party as specified during user registration or as otherwise specified in writing by the other party;
  - (c) by sending it by registered post to the address of the other party as stated during user registration or as otherwise specified in writing by the other party;
  - (d) if sent by facsimile transmission to the fax number of the other party as stated during user registration, on receipt of confirmation of the transmission;
  - (e) if sent by email to the other party's email address as specified during user registration.
- 19.2 Any notice or legal demand that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.

## **20. Trusts**

- 20.1 If the Customer at any time upon or subsequent to entering in to the contract is acting in the capacity of trustee of any trust ("Trust") then whether or not the Customer may have notice of the Trust, the Customer covenants with Little Lunar as follows:
- (a) the contract extends to all rights of indemnity which the Customer now or subsequently may have against the Trust and the trust fund;
  - (b) the Customer has full and complete power and authority under the Trust to enter into the contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Customer against the Trust or the trust fund. The Customer will not release the right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity;
  - (c) the Customer will not without consent in writing of Little Lunar (Little Lunar will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events:
    - (i) the removal, replacement or retirement of the Customer as trustee of the Trust;
    - (ii) any alteration to or variation of the terms of the Trust;



- (iii) any advancement or distribution of capital of the Trust; or
- (iv) any resettlement of the trust property.

## **21. Confidentiality**

21.1 The Customer agrees that it will keep the Confidential Information confidential and:

- (a) use its best endeavours to prevent disclosure of the Confidential Information to any third parties unless the prior written consent of Little Lunar has been obtained;
- (b) not claim any legal, equitable or beneficial interest in the Confidential Information and warrants that any Confidential Information it receives will be used solely for the Permitted Purpose; and
- (c) not use the Confidential Information in any manner which may be directly or indirectly detrimental or cause loss to Little Lunar.

21.2 On written request of Little Lunar:

- (a) return to Little Lunar all documents, disks and other computer media and all other material in the possession or control of the Customer which may contain or be derived from ideas, concepts, creations which are related to the Confidential Information or which are related to the Permitted Purpose;
- (b) delete/destroy all copies of Confidential Information which cannot for practical considerations be returned to the Little Lunar; and
- (c) take steps to identify the Confidential Information and separate it from other documents stored by the Customer. In the event that the Confidential Information is disclosed and such disclosure is not in accordance with these Terms, the Customer will provide written notice to the recipients (or potential recipients) that the information is of a confidential nature and must not be utilised by those third parties in any manner without the Disclosing Party's prior written consent.

21.3 The Customer agrees and acknowledges that the Confidential Information is of a proprietary and confidential nature and that any breach of these Terms pursuant to clause 18.1, by the Customer would cause irreparable injury or damage to Little Lunar which may not be capable of remedy by monetary damages alone.

21.4 If Little Lunar becomes aware of a breach or anticipated breach of clause 18.1 (or has reasonable grounds to suspect that such breach will occur) the Customer agrees that in addition to all other rights available to Little Lunar pursuant to these Terms, at law and/or in equity to make a claim for loss and/or damage suffered.

## **22. General**

22.1 These terms and conditions and any contract to which they apply shall be governed by the laws of the State of Victoria, Australia and each party submits to the non-exclusive jurisdiction of the courts in the State of Victoria, Australia.

22.2 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lockout, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.

22.3 The Customer warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this agreement creates binding and valid legal obligations on it.



- 22.4 The Customer agrees that Little Lunar may amend these terms with five (5) business days written notice. Provided the Customer does not notify Little Lunar of any rejection or alternation of the proposed amendment within five (5) business days of receiving the written notice, the Customer will be taken to have accepted such changes.
- 22.5 The failure by Little Lunar to enforce any provision of these Terms shall not be treated as a waiver of that provision, nor shall it affect Little Lunar right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 22.6 Subject to clause 11, the liability of Little Lunar shall be limited to damages which under no circumstances shall exceed the Price of the Goods and/or Services.
- 22.7 The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by Little Lunar nor to withhold payment of any invoice because part of that invoice is in dispute.
- 22.8 Little Lunar may license or sub-contract all or any part of its rights and obligations without the Customer's consent.
- 22.9 These Terms shall prevail to the extent of any inconsistency with any other document or agreement between the Customer and Little Lunar.

## LITTLE LUNAR

### PRIVACY POLICY

#### 1 OUR COMMITMENT TO YOUR PRIVACY

- 1.1 Under the *Privacy Act 1988* (Cth) and the Australian Privacy Principles (“**APP**”), Little Lunar and its associated entities (“**Little Lunar**”) have obligations in respect to the collection, storage and use of personal information.
- 1.2 Little Lunar is committed to protecting the privacy of:
  - (a) customers who purchase goods and services from us through our website, in person or otherwise; and
  - (b) any other person who provides us with personal information in the course of our business.
- 1.3 This Privacy Policy is to be read in conjunction with our Terms & Conditions, which are available at <https://littlelunar.com.au/>. In this Privacy Policy, words and phrases have the same meanings as provided for in the Terms & Conditions. In the event that there is a discrepancy between these policies then the terms of this Privacy Policy prevail.
- 1.4 By providing any personal information to Little Lunar, you expressly represent and warrant to Little Lunar that you accept this Privacy Policy.
- 1.5 More information on your rights under Australian law are available from the Office of the Australian Information Commissioner (“**OAIC**”) at <https://www.oaic.gov.au/>.
- 1.6 If you have any questions, concerns, or complaints about Little Lunar handling of your personal information or this Privacy Policy, please contact [hello@littlelunar.com.au](mailto:hello@littlelunar.com.au).

#### 2 WHAT INFORMATION DOES LITTLE LUNAR COLLECT AND HOW DOES IT USE IT?

- 2.1 Little Lunar may collect anonymous information when you interact with our Website such as your browser name, IP address, device type, operating system and web log information. Such information does not identify you personally, and we only use this information for statistical purposes and to improve the contact and functionality of the Website, to better understand our users and markets, and to improve our services.
- 2.2 Little Lunar may use cookies to identify your computer on your server and so that Little Lunar can track your use on the Website. In some instances, cookies may collect and store personal information about you. We may use cookies to recognise you as a user of the Website, to customise our services and advertising, and to collect information in order to alleviate the risk of fraud and illegal conduct. You may set your browser to refuse cookies, or to alert you when cookies are being sent. However, if you do so please note that some parts of the Website may not function properly.
- 2.3 When you purchase goods from us (in person, through our website or otherwise), Little Lunar may collect:
  - (a) your name;
  - (b) you and your partner's birth dates;
  - (c) your contact information including an address for delivery, billing address, email address, and telephone number;
  - (d) your demographic information such as postcode, preferences and interests; and
  - (e) other information relevant to customer surveys and/or offers.
- 2.4 Little Lunar may also collect personal information directly from you in circumstances where you make direct contact with us by telephone, in writing, or via our website. Little Lunar will

only use personal information collected in this manner for the purpose of communicating with you or otherwise in accordance with the purpose for which you provided your personal information.

### **3 WHAT WE DO WITH THE INFORMATION WE GATHER**

- 3.1** We require this information to understand your needs and to provide you with a better service, and in particular the following reasons:
- (a) internal record keeping, including tracking of sales, accounting and analytics;
  - (b) we may use the information to improve our products and services; and
  - (c) we may use the information to customise the Website according to your interests.

### **4 SENSITIVE INFORMATION**

- 4.1** Little Lunar does not collect the following information which is deemed to be “sensitive information” under Australian law:
- (a) information or an opinion about any individual’s racial/ethnic origin, political opinions, membership of political associations, religious beliefs or affiliations, philosophical beliefs, membership of professional or trade associations, membership of trade unions, sexual orientation or practices, or criminal record;
  - (b) health information about an individual;
  - (c) genetic information;
  - (d) biometric information; or
  - (e) biometric templates.

### **5 STORAGE OF INFORMATION**

- 5.1** Little Lunar has adopted appropriate data collection, storage and processing practice, and has put in place security measures to protect against unauthorised access, alteration, disclosure or destruction of your personal information and data stored on our Website and servers.
- 5.2** Little Lunar will only hold your personal information for as long as is reasonably necessary for the purpose for which it was collected, or to comply with any applicable legal or ethical reporting or document retention requirements.

### **6 SHARING OF PERSONAL INFORMATION**

- 6.1** Little Lunar may disclose, share or transfer personal information about you:
- (a) if we are required to do so by law;
  - (b) if we receive a lawful request from law enforcement agencies or other government officials;
  - (c) when we believe disclosure is necessary to prevent physical harm or financial loss, or in connection with an investigation of suspected or actual illegal activity; or
  - (d) with other third parties with your consent or direction to do so.
- 6.2** Some of the organisations referred to above are located outside Australia. By submitting your personal information you expressly consent to Little Lunar disclosing this information to those organisations and to its storage outside of Australia.
- 6.3** Little Lunar will take reasonable steps to ensure that each organisation that it discloses your personal information to is committed to protecting your privacy. By allowing Little Lunar to disclose your personal information to other organisations, you also consent to the terms and

conditions and privacy policies of these entities, which are available upon request. Please be aware that your personal information may continue to be used by third party organisations following termination of our agreement with them.

- 6.4** You must not include any personal information about other people in any content that you provide to the Website, unless such people have expressly provided their consent to you including their personal information in such content and to you providing the content to us for use on our Website.

## **7 DATA BREACHES**

- 7.1** While Little Lunar will take all reasonable endeavours to secure your data, there is the possibility of unauthorised access to, unauthorised disclosure of, or loss of your personal information that we hold ("**data breach**").
- 7.2** Under the Notifiable Data Breaches scheme ("**NDB scheme**"), where Little Lunar has reasonable grounds to believe that there has been a data breach, and that it is likely to cause serious harm to one or more individuals, Little Lunar will:
- (a) notify the OAIC by way of the prescribed statement; and
  - (b) either:
    - (i) notify all individuals whose personal information was part of the eligible data breach; or
    - (ii) notify only individuals at risk of serious harm from the eligible data breach; or
    - (iii) if the above isn't practicable, publish a copy of the statement on our Website and take reasonable steps to publicise the contents of the statement.
- 7.3** Where Little Lunar suspects a data breach has occurred, Little Lunar will immediately conduct an investigation and if one is found, will follow the above procedure.
- 7.4** For more information on the NBD scheme, please visit:  
<https://www.oaic.gov.au/privacy/notifiable-data-breaches>.

## **8 THIRD PARTY WEBSITES AND CONTENT**

- 8.1** This Website may contain links to other websites ("**Third Party Websites**") and Little Lunar may display content or information from other websites within frames on the Website ("**Third Party Content**").
- 8.2** Little Lunar is not responsible or liable for the handling, use or disclosure of any personal information collected by a third party (including information collected through a Third Party Website) and to the extent permitted by law Little Lunar disclaims any liability resulting from the third party's failure to handle, use and disclose your personal information in accordance with the *Privacy Act 1988* (Cth).

## **9 ACCESS TO THE PERSONAL INFORMATION WE HOLD ABOUT YOU**

- 9.1** You may request details of personal information which we hold about you. A small fee will be payable. If you would like a copy of the information held on you, please email us at [hello@littlelunar.com.au](mailto:hello@littlelunar.com.au).
- 9.2** If you believe that any information we are holding on you is incorrect or incomplete, please email us as soon as possible at [hello@littlelunar.com.au](mailto:hello@littlelunar.com.au). We will promptly correct any information found to be incorrect.

## **10 HOW WE USE COOKIES**

- 10.1** A cookie is a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the cookie helps analyse web traffic or lets you know when you visit a particular site. Little Lunar allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences.
- 10.2** We may use traffic log cookies to identify which pages are being used. This helps us analyse data about web page traffic and improve our Website in order to tailor it to customer needs.
- 10.3** Overall, cookies help us provide you with a better Website, by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us. You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. However, this may prevent you from taking full advantage of the Website.

## **11 AMENDMENT OF THIS POLICY**

- 11.1** Little Lunar reserves the right at its sole discretion and at any time to amend this Privacy Policy by publishing the amended version on the Website.
- 11.2** Any amendment to this Privacy Policy will have immediate effect from the time that it is published by Little Lunar on the Website. Little Lunar will use its best endeavours to draw your attention to any amendments to the Privacy Policy (for example by email or by way of a notice when you log in to your account). By continuing to use the Website and/or Affiliate Program you are taken to have accepted the amended and most current Privacy Policy.
- 11.3** No other amendment to the Privacy Policy shall be of any effect without the written consent of Little Lunar.

## LITTLE LUNAR

### WEBSITE TERMS OF USE

Updated September 2024

#### 1. About the website

Welcome to <https://littlelunar.com.au/> (the "Website"). The Website is owned and operated by the Trustee for The Corman Unit Trust (ABN 73 750 330 240) of PO Box 1015 Narre Warren, VIC 3805 (referred to below as "Little Lunar", "we" and "us" and includes our related entities). The term "you" and "your" are references to the person accessing or using this Website, including applying for any of the loans or any of the investments made available through or in connection with this Website ("Products"). Access to and use of the Website, or any of its associated Products is provided by Little Lunar.

The use of this Website is subject to the following terms and conditions and any additional terms and conditions and notices displayed by us on this Website from time to time (together "Terms of Use").

Please read the following Terms of Use carefully before using the Website or purchasing any of our products.

These Terms of Use are deemed to incorporate [insert link to Little Lunar Privacy Policy and Terms and Conditions] which must be read in conjunction with these Terms of Use governing the use of this Website. The provisions of the Privacy Policy and Terms and Conditions apply as if set out in full in these Terms of Use.

#### 2. Acceptance of Terms

These Terms of Use govern your access to and use of the Website, including any information, content or materials that are located on, form part of or are available through or in connection with the Website ("Website Material").

By browsing, accessing or using the Website or by using any facilities or services made available through it or by transacting through or on it, you acknowledge and warrant that you have read, understood and agree to be bound by the Terms of Use and any additional terms and conditions notified to you from time to time.

The Terms of Use form a legally binding agreement between Little Lunar and you. If you do not agree to the Terms of Use, you must cease usage of the Website.

#### 3. Types of Users

Subject to these Terms of Use, you may browse our Website anonymously via the Internet and without providing us with any personally identifying information (an "Unregistered User").

Whilst we allow you to access and browse our Website anonymously, in order to purchase our products you will need to provide information to us to enable us to contact you (a “Registered User”).

We may refuse any request to create a user profile with us and we do not need to give reasons for doing so.

Unregistered Users and Registered Users are referred to collectively in these Terms of Use as “Users”. We may make varying levels of functionality available to different Users, depending on whether they are Unregistered Users or Registered Users.

We will collect, hold, use and disclose all personal information you provide to us when becoming an Interested User or Registered User in accordance with our Privacy Policy [insert link to Little Lunar Privacy Policy]. If you are a Registered User, you acknowledge that you have read and accept Little Lunar Privacy Policy [insert link].

If you choose to become a Registered User, you:

- (a) warrant to Little Lunar that you are 18 years of age or above;
- (b) are properly authorised to provide Little Lunar with any information which you provide;
- (c) agree to provide true, accurate and complete information and to keep this information up-to-date;
- (d) agree to Little Lunar contacting you; and
- (e) agree to comply with these Terms of Use.

If you are a Registered User, you must not disclose your purchase credentials for the Website to any other person. You must take reasonable care when accessing the Website to ensure that your purchase credentials are not disclosed to any other person or is observed by any other person. If you have lost your purchase credentials, or you have any reason to believe that someone else has access to your account, you should notify us on [hello@littlelunar.com.au](mailto:hello@littlelunar.com.au) immediately.

Little Lunar has no obligation to any User to assist or involve itself in any way in any dispute between Users.

#### 4. General information only

The purpose of the Website is to provide general information about our products.

The information contained in this Website should be used as general information only and is not to be taken as advice. It does not take into account the particular circumstances of the customer. The information contained within this website, Little Lunar’s social media, the Lunar Conception Map and any other information in any other medium conveyed by Little



Lunar are for entertainment purposes only and is not intended to replace medical advice or treatment or provide health information or advice.

Little Lunar is not liable for any loss resulting from any action taken or reliance made by the user on any information or material posted by us on the Website. Little Lunar does not guarantee that a baby will be born a particular sex if conception accords with the suggestions of the personalised Lunar Conception Map. Little Lunar will not be responsible for any disappointment stemming from the birth of a child of a particular gender. The use of any information provided by Little Lunar is at the sole discretion and risk of the customer.

Whilst the formula used to generate the Lunar Conception Map is supported by anecdotal evidence, no outcome is scientifically guaranteed.

Customers should engage with a medical practitioner prior to trying to try to conceive.

## 5. Use of Website

### 5.1 Website Material

The Website contains a broad range of content owned by Little Lunar, its related bodies corporate and partners, some of which is protected by intellectual property laws. You acknowledge and agree that nothing in these Terms of Use grants you any right to, title in or licence of such content, and that you will access the Website in accordance with all applicable laws.

The Website Material is made available in good faith and has been derived by sources believed to be accurate as at the time of compilation. No claim is made as to the accuracy or authenticity of the content of the Website Material or that it is useful for your particular requirements or at all.

### 5.2 Intellectual Property

The entire contents and design subsisting in, relating to or arising out of the Website and a available through or in connection with the Website including but not limited to copyright, logos, trademarks, designs, text, graphics, images, information, social media, applications and other files, and their selection and arrangement (the "**Website Content**") are the intellectual property of us, our content providers or our licensors, with all rights reserved.

You must not do anything, or omit to do anything, which may infringe these intellectual property rights, except with our express written permission. You may contact us by emailing us at [hello@littlunar.com.au](mailto:hello@littlunar.com.au) if you wish to seek such consent.

Little Lunar retains all rights, title and interest in and to the Website and all related content. Nothing you do on or in relation to the website will transfer to you:

- (a) the business name, trading name, domain name, trademark, registered design or copyright of Little Lunar; or

- (b) the right to use or exploit a business name, trading name, domain name or trademark; or
- (c) a system or process that is subject to patent, registered design or copyright (or an adaptation or modification of such a system or process).

Unless we agree otherwise in writing, you are provided with access to this Website only for your personal use. You are authorised to download and print a copy of any information contained on this Website solely for your personal use, provided that you keep all copyright or other proprietary notices intact.

You must not, without prior written permission of Little Lunar and the permission of any other relevant rights owners: broadcast, republish, upload to a third party, transmit, post, distribute, show or play in public, adapt to change in any way the Website Content, Lunar Conception Map or third party content for any purposes in any iteration. The prohibition does not extend to materials on the Website, which are freely available for re-use or are in the public domain.

Nothing in these Terms of Use shall be construed as conferring any licence to intellectual property rights, whether by estoppel, implication or otherwise.

### 5.3 User Information

When purchasing a Lunar Conception Map or other products, Registered Users are able to submit or upload certain data, information and materials ("**User Information**") to the Website (for example, personal and business information). We are not responsible for the User Information. If you believe that there is a problem with any of the User Information please notify us immediately.

If you choose to submit any User Information, you must be entitled to do so. In particular, any User Information must not:

- (a) deceive or be likely to deceive any person;
- (b) be used to impersonate any person (including Little Lunar or its representatives);
- (c) misrepresent your identity or affiliation with any person;
- (d) be illegal or encourage conduct that would be considered a criminal offence, could give rise to civil liability, or violate any law; or
- (e) advertise any product or service or solicit any business.

You acknowledge and agree that we may edit or delete any of your User Information, or format it in a particular way.

While we do not claim any ownership rights in any of your User Information, in order to allow us to do this, by submitting the User Information you grant us an irrevocable, perpetual, non-exclusive, royalty-free, transferable, sub-licensable, worldwide licence to use, copy and

modify the User Information (in whole or in part). You waive any and all moral rights you may have in respect of the User Information (as that term is defined in Part IX of the *Copyright Act 1968* (Cth)) and consent to any act or omission the doing or not doing of which would infringe such moral rights, in both cases in favour of Little Lunar, its licensees and successors in title.

You must not, whether as part of the User Information or otherwise, communicate any computer viruses or other malicious computer code to us or any other User. You must not interfere with the Website or any of its associated hardware or software.

#### **5.4 Suspension of Service**

Little Lunar makes no and expressly disclaims any representation or warranty that its website, or any part or function therein, will be available for use by you at all times or at any particular time.

#### **5.5 Links or references to other websites**

The Website may contain links or references to third party sites. Such third party websites are necessarily beyond our control and we make no representation or warranty as to the accuracy or reliability of any information, data, opinions, advice or statements of their content. Little Lunar is not responsible for the policies and practices of internet websites operated by persons other than Little Lunar, even if:

- (i) you access them using links on the Little Lunar Website; or
- (ii) are directed or link to Little Lunar Website using links on such third parties websites, and recommends that you carefully review the terms and conditions of use and privacy policy of every internet website you access or use.

#### **5.6 Acceptance of risk and release from liability**

We do not accept any liability to any person for the Products or information (or the use of such Products or information), which is provided on the Website or incorporated into it by reference. The information on the Website is provided on the basis that all persons accessing the Website undertake responsibility for assessing the relevance and accuracy of its content before relying on that information.

You are wholly responsible for your use of the Website and you use the Website at your own risk. You acknowledge that we are not responsible for, and accept no liability in relation to, your use of the Website or your conduct in connection with the Website in any circumstance.

The information contained in the Website is best displayed in full screen format. No liability is accepted for any information or services, which may appear in a compromised format.

None of the affiliates, directors, officers employees, agents, contributors, third party content providers or licensors or Little Lunar make any express or implied representation of warranty about the Website Content or the Products referred to on the Website. This

includes (but it not restricted to) loss or damage you might suffer as a result of the following:

- (i) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;
- (ii) the accuracy, suitability or currency of any information on the Website or any of its Website Content related to its Products (including third party material and advertisements on the Website);
- (iii) costs incurred as a result of you using the Website or any of the Products;
- (iv) the Website Content or operation in respect to links which are provided for your convenience;
- (v) any failure to complete a transaction, or any loss arising from e-commerce transacted on the Website;
- (vi) any defamatory, threatening, offensive or unlawful conduct of third parties or publication of any materials relating to or constituting such conduct; or
- (vii) any breach of the Terms of Use.

To the maximum extent permitted by law, we exclude all implied representations and warranties which might apply in relation to your use of the Website. You may have rights under the *Competition and Consumer Act 2010* (Cth) in respect of any goods or services supplied to you under these Terms of Use. If so, our liability to you is limited to, at our election, in the case of services supplied or offered by us, the supply of the services again or paying the cost of having the services supplied again.

Otherwise, to the maximum extent permitted by law, neither Little Lunar nor any of its officers, directors, employees, contractors, agents, information providers, suppliers, associated entities or clients will be liable for any loss, damage, cost or expense (including any indirect or consequential loss or damage) to any person or entity, however caused (whether by negligence or otherwise), which may arise directly or indirectly in respect of any error, omission or misrepresentation in any information or material provided on this Website or otherwise as a result of or in connection with the use of this Website or any information or material provided on or through this Website.

Little Lunar does not make any express or implied warranties, guarantees or representations about any information presented by Little Lunar.

Little Lunar is not responsible for the User providing incorrect personal information, including dates of birth. In the event that a user provides the incorrect birthdate/s, the user

must contact Little Lunar via the Website or [hello@littlunar.com.au](mailto:hello@littlunar.com.au) within 24 hours of purchase. Little Lunar may manually correct the error and regenerate the Lunar Conception Map, however Little Lunar reserves the right to decide if a new Lunar Conception Map will be regenerated.

This clause 5.6 survives termination of this Agreement for any reason and does not merge upon completion.

## **5.7 Indemnity**

You agree to indemnify Little Lunar, its affiliates, employees, agents, contributors, third party content providers and licensors from and against:

- (a) all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with any Website Content you post through the Website; and
- (b) any direct or indirect consequences of you accessing, using or transacting on the Website or attempts to do so and any breach by you or your agents of these Terms of Use.

## **5.8 Prohibited activities**

When using this Website, you must not:

- (a) infringe any intellectual property right (including copyright, database right or trade mark right) of any person or be in breach of any legal duty owed to any person, such as a contractual duty or a duty of confidence;
- (b) reproduce or adapt any part of the Website or Website Content (as defined below) without our express written permission, which we may grant or withhold at our absolute discretion;
- (c) seek reimbursement from any other party for access to the Website or on-sell any information obtained from the Website;
- (d) engage in any conduct which is likely to mislead or deceive us or any other person, impersonate any other person while using the Website, conduct yourself in an offensive manner while using the Website, or use the Website for any illegal, immoral or harmful purpose;
- (e) submit, post, upload, email or otherwise send or transmit to the Website, or any user of the Website, anything that contains software viruses or any other computer code, files or programs designed to interrupt, harm, damage, destroy or limit the functionality of any computer software or hardware or equipment linked directly or indirectly to the Website; or

- (f) interfere with the Website or the servers or networks underlying or connected to the Website or violate any of the procedures, policies or regulations of the Website or any networks connected to the Website.

## 5.9 Security

We use our reasonable endeavors to minimise viruses and bugs from infiltrating the Website, however, due to the nature of the internet, the Website may be affected by viruses or bugs from time to time. You must take your own precautions to ensure that the process which you employ for accessing the Website does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. We do not accept responsibility for any interference or damage to your own computer system which arises in connection with your use of the Website or any linked third-party website.

## 5.10 Applicable law

The content, operation and interpretation of this Website and the Terms of Use will be governed by the laws of Victoria, Australia. You agree to submit to the non-exclusive jurisdiction of the Courts of Victoria in the event of a dispute arising out of, or in connection with, this Website.

This Website may be accessed throughout Australia and overseas. Little Lunar makes no representation that the content provided by this Website complies with the laws (including intellectual property laws) of any country outside Australia. If you access the Website from outside Australia, you do so at your own risk and are responsible for ensuring that your access to this Website is not illegal or prohibited by laws which apply to you.

## 6. Changes to Terms of Use

Little Lunar may, from time to time and with or without notice to you, make changes to this Website, the Website Material, the Terms of Use and our Privacy Policy. If we do so, an amended version will be posted on the Website.

The current version of the Terms of Use and Privacy Policy displayed on this Website at the time you access or use this Website will apply each time you use our Website. Your continued use of the Website after any changes are made to the Terms of Use will be deemed to constitute your acceptance of those changes. If you object to any changes, your only remedy is to discontinue your use of the Website. You are responsible for keeping up to date with any changes by regularly reviewing these Terms of Use.

## 7. Termination of Access

Little Lunar reserves the right to discontinue, refuse or terminate your registration at any time and may suspend or deny, in its sole discretion, your access to all or any portion of the Website or Products without notice including if:

- (a) you breach any provision of the Terms of Use or any applicable law;
- (b) your conduct impacts Little Lunar name or reputation or violates the rights of those of another party;
- (c) you register in a fraudulent or illegal manner;
- (d) Little Lunar considers it necessary to comply with any requirements of the law;
- (e) Little Lunar considers that you are using the services provided on the Website in an inappropriate manner; or
- (f) you are already a Registered User.

Any purported termination of this Agreement by you does not release you from, or affect, any accrued obligation under this Agreement.

Upon termination of this Agreement for any reason, any amounts you owe to Little Lunar under this Agreement become immediately due and payable.

Our disclaimer, Privacy Policy and these Terms of Use will nevertheless survive any such termination, however you may no longer be authorised to access this Website. If you breach any of the Terms of Use, then your permission to use the Website automatically terminates.

## 8. General

If there is a contradiction or inconsistency between these Terms of Use and any other notices, policies, communications or documents relating to the Website, these Terms of Use shall prevail to the extent of that contradiction or inconsistency.

In these Terms of Use, unless the context requires otherwise:

- (i) any reference to a “person” includes any individual, company, corporation, firm partnership, joint venture, association, organisation or trust (in each case, whether or not having separate legal personality) and references to any of the same shall include a reference to the others;
- (ii) any phrase introduced by the words “including”, “include”, “in particular”, “for example” or any similar expression shall be construed as illustrative only and shall not be construed as limiting the generality of any preceding words;
- (iii) references to the singular include the plural and to the masculine include the feminine, and in each case vice versa; and
- (iv) the headings and sub-headings are inserted for convenience only and shall not affect the meaning of these Terms of Use.



Your rights and obligations under these Terms of Use are personal to you and you must not assign, transfer, sub-contract or otherwise dispose of any or all of your rights and/or obligations under these Terms of Use. We may assign, transfer, sub-contract or otherwise dispose of any or all of our rights and/or obligations under these Terms of Use without notice to you.

Little Lunar will not be in breach of these Terms of Use or otherwise liable to you or any other person for any unavailability or failure of this Website, the Website Material or the Products or any delay or other failure by Little Lunar to comply with these Terms of Use that is caused by or arises from any event or circumstances beyond Little Lunar' control.

These Terms of Use, together with any additional terms and conditions or usage rules set out or referred to on the Website from time to time, constitute the whole agreement between us relating to its subject matter and supersedes and extinguishes any prior drafts, versions, agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter.

If any provision of these Terms of Use is held to be illegal, void, invalid or unenforceable under the applicable laws of any jurisdiction, the legality, validity and enforceability of the remainder of these Terms of Use in that jurisdiction shall not be affected, and the legality, validity and enforceability of the whole of these Terms of Use in any other jurisdiction shall not be affected.

Unless otherwise stated, all figures and amounts displayed on this Website are in Australian dollars.

## **9. Contacting us**

If you have any questions about our Terms of Use or any queries or concerns about this Website, please email us at [hello@littlelunar.com.au](mailto:hello@littlelunar.com.au). Alternatively, you can contact us by post at PO Box 1015, Narre Warren, VIC 3805.