

Standard Terms and Conditions for the provision of services and goods

Please read these Terms carefully as they contain important information regarding Your rights and obligations under this agreement and their dealings with Hey Bianca Pty Ltd.

These terms and conditions are used by all customers of Hey Bianca Pty Ltd (ACN 618 970 380).

1. Definitions and Interpretation

In these terms and conditions:

- 1.1. **App** means the Hey Bianca application provided Hey Bianca which allows You to order Products; and includes the website www.heybianca.co or any other web service, software, applications or media managed by Hey Bianca.
- 1.2. **Commercial Kitchen** means the kitchen operated Hey Bianca; and includes such other kitchens notified from time to time by Hey Bianca as being a kitchen for the purpose of the Terms.
- 1.3. **Driver** means the person or persons contracted by Hey Bianca to perform the Services.
- 1.4. **GST** has the meaning given to that term in A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- 1.5. **Hey Bianca** means HEY BIANCA PTY LTD (ACN 618 970 380) and includes its successors and permitted assigns. **Loss** means any cost, damage, loss, expense or liability whatever incurred or suffered by, or brought or made or recovered against, the person and however arising including legal costs on a full indemnity basis;
- 1.6. **Orders** means the order or orders made for a Product via the App or such other means accepted by Hey Bianca.
- 1.7. **Privacy Act** means the *Privacy Act 1988* (Cth) as amended.
- 1.8. **Product** means the food or drink or other consumables offered by, and available at, the Commercial Kitchen.
- 1.9. **Services** means food delivery services offered via the App.
- 1.10. **Spam Act** means the *Spam Act 2003* (Cth) as amended.
- 1.11. **Terms** means the terms and conditions set out in these standard terms and conditions, including such other terms agreed by Hey Bianca and You in writing.
- 1.12. **You** or **Your** means the person, firm or organisation entering into, or that has entered into, a contract, transaction or arrangement to:
 - 1.12.1. receive a Product;
 - 1.12.2. obtain Services for the delivery of Orders; or
 - 1.12.3. make use of the App.
- 1.13. If there is more than one customer, these Terms bind them jointly and each of them severally;
- 1.14. Nothing in these Terms constitutes a relationship of employer and employee, partnership, principal and agent, or joint venture between the parties.
- 1.15. The whole or any part of any clause of these Terms that is illegal or unenforceable will be severed from these Terms and will not affect the continued operation of the remaining provisions of these Terms.
- 1.16. The failure of a party at any time to insist on performance of any obligation under these Terms is not a waiver of its right to insist on performance of that obligation or to claim damages unless that party acknowledges in writing that the failure is a waiver.
- 1.17. The headings in these Terms are included for convenience only and shall not affect their interpretation.
- 1.18. Any written notification by Hey Bianca to You may be made by any means as determined by Hey Bianca.
- 1.19. Hey Bianca accepts no responsibility for changes in any law which may affect the Services or the use of the App.

- 1.20. These Terms and any document expressly referred to in them constitute the whole agreement between you and Hey Bianca and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between Hey Bianca and You relating to the subject matter of any contract.
- 1.21. You may not transfer any of your rights or obligations under these Terms without our prior written consent. Hey Bianca may transfer any of its rights or obligations under these Terms without your prior written consent to You
- 1.22. Hey Bianca may revise these Terms at any time. You should check the App regularly to review the current Terms. You will be subject to the terms and conditions in force at the time that You make use the App or the Services.
- 1.23. Hey Bianca is committed to protecting Your privacy and security. All personal data that Hey Bianca collects from You will be processed in accordance with Hey Bianca's Privacy Policy. You should review the Privacy Policy before making use of the App or the Services.

2. Application

- 2.1. The Terms apply to each contract, transaction or arrangement arising in respect of:
 - 2.1.1. Your use of the App; and
 - 2.1.2. the supply of Services or Products to You.
- 2.2. These Terms supersede any previous written or oral agreements or understandings (if any) entered into between Hey Bianca and You in connection with the use of the App.
- 2.3. To access the Services You must use the App.
- 2.4. By using the App or accepting the Services organised by Hey Bianca or the Products You acknowledge and agree that You have read and understood the Terms and You agree to be bound by the Terms. You should not request the supply of Services or Products or make use of the App if You do not agree to the Terms.
- 2.5. You acknowledge that the Services will be completed by a Driver and not by Hey Bianca.

3. App Access and Terms

- 3.1. You may access some areas of the App without making an Order or registering your details with us. Most areas of the App are open to everyone.
- 3.2. Access to the App is currently free, however, this is subject to change at Hey Bianca's sole discretion.
- 3.3. When You use the App or register an account, You will provide personal information such as Your name, email address, telephone number, credit or debit card information and address. You must ensure that this information is accurate and current. We will handle all personal information we collect in accordance with our Privacy Policy.
- 3.4. Once You register an account with the App, Hey Bianca will provide You with a user name and You will select a password. You are responsible for keeping this user name and password secure and are responsible for all use and activity carried out under this user name.
- 3.5. By accessing any part of the App, You indicate that you accept these Terms. You should not place an order for any Products if you do not accept these Terms.
- 3.6. You are responsible for making all arrangements necessary for You to have access to the App. You are also responsible for ensuring that all persons who access the App through your internet connection are aware of these Terms and that they comply with them.

4. Ordering from the App

- 4.1. You may make an Order from the menu provided by the App. However, Products or Services may not be available to You if You are located outside of certain delivery areas.
- 4.2. You must provide information required by the App in order to make an Order. It is important that the information that You provide is correct before submitting your Order. Once you submit your order You may not change or cancel your Order or rectify any errors in your Order. Hey Bianca is not liable for any Loss suffered by You as a result of You incorrectly providing information at the time You place an Order.

- 4.3. You must make payment of the full amount of the Order at the time You submit your Order. See clause 6 in relation to the amount that You will be charged when making an Order.
- 4.4. If Hey Bianca has a minimum order amount in place ("**Minimum Amount**"), You will be prohibited from making an Order via the App until the amount of Your Order (less any discounts or specials that reduce the total amount of your Order) exceeds the Minimum Amount (unless otherwise stated by Hey Bianca).
- 4.5. Hey Bianca does not currently charge a surcharge for payments made by Visa Card or Master Card or American Express Card. Hey Bianca may apply a surcharge to such payments at a rate or rates determined by Hey Bianca upon notice to you.
- 4.6. Hey Bianca in its absolute discretion may for any reason reject an Order made by You. Hey Bianca is not liable for any Loss suffered by You as a result of such rejection.

5. Authorisation of payments

- 5.1. Payment for Orders must be made by an accepted credit or debit card through the App.
- 5.2. Once You submit Your Order, a pre-authorisation of the total cost of Your Order will be taken. The pre-authorisation process validates Your credit card. The pre-authorisation may affect Your available funds balance or spending limit. For more information on this practice please contact Your card issuer.
- 5.3. If for any reason Hey Bianca is unable to pre-authorise the total cost of Your Order, Your Order will not be processed by, or communicated to, Hey Bianca.
- 5.4. Your payment will include the cost for the Product and the cost for organising the Service unless otherwise stated.
- 5.5. Once Your Order is accepted by Hey Bianca, Hey Bianca will notify You when it expects the Products specified in Your Order will be delivered to You ("**Estimated Delivery Time**"). The delivery address will be the address submitted by You at the time of making Your Order.
- 5.6. Payment will only be processed once the Order has been delivered to You.
- 5.7. The Estimated Delivery Time is an estimate only. Factors such as traffic conditions or weather conditions may delay the delivery of Your Order. To the extent permitted by law, Hey Bianca will not be liable for any Loss suffered by You as a result of a failure to deliver Products to You by the Estimated Delivery Time.
- 5.8. You acknowledge that You will be present at the delivery address nominated by You at the time of placing Your Order to meet the Driver and receive Your Order. If You are not at the delivery address within 15 minutes from the time the Driver arrives at the delivery address, You will be deemed to have forfeited Your Order.
- 5.9. In the event that You forfeit Your Order You will not be entitled to compensation or a refund for Your Order.

6. Price And Payment

- 6.1. Prices for individual menu items will be as quoted on the App in Australian dollars ("**Product Price**"). These prices include GST unless otherwise stated.
- 6.2. In addition to the Product Price You will be charged a delivery fee ("**Delivery Fee**") and any other fee determined by Hey Bianca from time to time to cover any costs incurred by Hey Bianca as a result of Your Order (this may include a minimum order fee). Hey Bianca will notify you of the Delivery Fee and any other fees at the time of submitting Your Order on the App.
- 6.3. In the event of an incorrect price being referred to on the App ("**Pricing Error**"), Hey Bianca reserves the right to recover from You any cost incurred by Hey Bianca or Loss suffered by Hey Bianca arising directly or indirectly from or in connection with the Pricing Error.
- 6.4. Payment will only be processed once the Order has been delivered to You. A credit or discount may apply to your Order if you use a promotional voucher or code recognised by the App and endorsed by Hey Bianca.
- 6.5. Hey Bianca may charge You a cancellation fee in the event that You cancel Your Order after Your Order has been accepted by Hey Bianca or after the pre-authorisation referred to in clause 5.2 above has occurred.

The cancellation fee will cover the cost that Hey Bianca has incurred or may incur as a result of You cancelling Your Order.

7. Customer Care and Refunds

- 7.1. If your Order is taking longer than expected or you have any other problems with your Order, please contact Hey Bianca via the App.
- 7.2. If an Order is not delivered within an hour of the Estimated Delivery Time, or any Product is missing from Your Order ("**Incorrect Order**"), You must report this immediately to Hey Bianca in writing via the App. Hey Bianca will make all reasonable endeavours to investigate the cause of the Incorrect Order. If it is determined by Hey Bianca that You were not at fault in respect to the cause of the Incorrect Order then Hey Bianca (in its sole discretion) will either refund or replace Your Order.
- 7.3. Subject to clause 7.2 above, Hey Bianca is not required to refund or accept any variations to Your Order after You submit Your Order.
- 7.4. In the event that Hey Bianca is unable to engage a Driver to deliver Your Order, or if Your Order cannot be delivered due to a Force Majeure Event (referred to in clause 17 below), Hey Bianca may cancel Your Order and provide you with a refund.
- 7.5. In the event that Your payment is refundable, Hey Bianca will endeavour to refund this payment within 14 days of receipt of Your payment.

8. Refer a Friend Program

- 8.1. The refer a friend program is being offered by Hey Bianca as a simple way for You to receive discounts towards Your Orders with Hey Bianca and to send discounts to Your friends ("**Refer a Friend Program**").
- 8.2. The following is a guide to accessing the Refer a Friend Program:
 - 8.2.1. The App provides you with access to the Refer a Friend Program.
 - 8.2.2. You can access the program via the Refer a Friend Program banner located in the App or via the side drawer.
 - 8.2.3. Click the Refer a Friend Program display and log in or sign up for the App.
 - 8.2.4. You will be prompted to invite friends to try the Refer a Friend Program either via text message, email, or such other means (such as via popular applications such as twitter or WhatsApp).
 - 8.2.5. Note that we have pre-written a message for You to make it easier for You to make use of the Refer a Friend Program and so that You do not need to prepare Your own text — although You can if You wish. If You do prepare Your own text then please be sure to retain the link in the original message, or Your friends will not be able to sign up!
 - 8.2.6. When a friend receives Your email and downloads the App or signs up or logs in on the App, the friend will receive a \$10 voucher towards an Order with Hey Bianca provided that the friend has not previously placed an Order with Hey Bianca. If the friend has previously made an Order with Hey Bianca, the friend will not receive a voucher.
 - 8.2.7. Only after a friend uses the \$10 voucher to place their first Order with Hey Bianca, You (being the person that referred that friend to Hey Bianca) will receive referral credits worth \$10 applicable towards Your Order with Hey Bianca.
 - 8.2.8. You can view all credits that You have accumulated in Your credit repository.
- 8.3. You can only use one credit (\$10) per Order.
- 8.4. Please contact Hey Bianca via the App if You have any questions about the Refer a Friend Program.
- 8.5. Hey Bianca may cancel, or vary the terms of, the Refer a Friend Program at any time.

9. Intellectual Property

- 9.1. Unless otherwise stated, all of the content of the App, including (but not limited to) all text, software, scripts, flash files, java script, graphics, photos, sounds, music, videos, interactive features, software, and all trade marks, service marks and logos contained in the App and all other intellectual property material or rights in the App ("**Intellectual Property**") are owned by Hey Bianca or our licensors.
- 9.2. The Intellectual Property made or conceived, whether alone or with others, in the course of or arising out of these Terms will become the sole and exclusive property of Hey Bianca.

10. Licence

- 10.1. You may use the App for your own personal and non-commercial use.
- 10.2. You must not:
 - 10.2.1. misuse the App (including by hacking or "scraping");
 - 10.2.2. copy, reproduce, modify or distribute the Intellectual Property without Hey Bianca's prior written consent; and
 - 10.2.3. use any part of the App or Intellectual Property for commercial purposes without Hey Bianca's prior written consent.
- 10.3. Except as stated in paragraph 9.1, the App may not be used, and no part of the App may be reproduced or stored in any other App or included in any public or private electronic retrieval system or service, without Hey Bianca's prior written consent.
- 10.4. The use of any part of the App or Intellectual Property other than in accordance with these Terms is a breach of these Terms.
- 10.5. Hey Bianca reserves all rights not expressly granted in and to the App and the Intellectual Property.

11. Service Access

- 11.1. Hey Bianca does not warrant that the App will be available or in working order for the duration of Your engagement with Hey Bianca. To the extent permitted by law, Hey Bianca will not be liable for any Loss suffered by You as a result of a failure to access or use any part of the App at any time.
- 11.2. Access to any part of the App may be suspended temporarily or indefinitely at any time and without notice to You.

12. Visitor Material And Reviews

- 12.1. Unless otherwise prohibited by law:
 - 12.1.1. any material that You post, upload or transmit or upload to the App (including Product or user reviews) ("**Visitor Material**") will be considered non-confidential and non-proprietary;
 - 12.1.2. Hey Bianca may copy, disclose, distribute, incorporate and otherwise use any Visitor Material and all data, images, sounds, text and other things embodied in it for any and all commercial or non-commercial purposes;
- 12.2. You must not post, upload or transmit to or from the App any Visitor Material that:
 - 12.2.1. breaches any applicable local, national or international law;
 - 12.2.2. is unlawful or fraudulent;
 - 12.2.3. amounts to unauthorised advertising;
 - 12.2.4. contains viruses or any other harmful programs;
 - 12.2.5. contains any defamatory, obscene or offensive material;
 - 12.2.6. infringe the intellectual property rights of another person; or
 - 12.2.7. promotes illegal activity or invade another's privacy.
- 12.3. The prohibited acts listed in clause 11.2 above are non-exhaustive.
- 12.4. The Visitor Material contained on the App are for information purposes only and do not constitute advice from, or representations of, Hey Bianca.
- 12.5. To the extent permitted by law:
 - 12.5.1. Hey Bianca reserves the right to (in its sole discretion) remove or edit at any time any Visitor Material posted, uploaded or transmitted to the App that may breach clause 11.2 or may expose Hey Bianca or any third parties to any Loss or for any other reason; and
 - 12.5.2. You agree to release Hey Bianca from any Loss suffered by You or any person for any Visitor Material that is misleading or is incorrect or contains material that is defamatory.
- 12.6. You agree to indemnify Hey Bianca against any Loss incurred by, or resulting from any claim made against, Hey Bianca or any other person arising out of or in connection with any Visitor Material that You provide or You authorise to be provided.

13. Links To Other Apps

- 13.1. Links to third party websites on the App are provided solely for Your convenience ("**Third Party Apps**"). Hey Bianca does not warrant that the representations made on these App are true and correct nor does Hey Bianca warrant the accuracy or safety of these websites.
- 13.2. To the extent permitted by law, You agree that Hey Bianca is not be liable for any Loss suffered by You as a result of Your use of Third Party websites.

14. Disclaimers

- 14.1. Hey Bianca may amend or vary the material on the App, or the Services, Products and prices described on it, at any time without notice to You.
- 14.2. Specials listed on the App are subject to change.
- 14.3. You acknowledge that Hey Bianca is not responsible for the delivery of any of the Products or the means in which the Products are delivered to you.
- 14.4. If You have any allergies or other dietary concerns that may be affected by Products then before submitting Your Order You must confirm with Hey Bianca that the Product does not contain ingredients, or is made in such a way, that may cause You ill health or sickness or may otherwise harm You.
- 14.5. To the extent permitted by law, Hey Bianca is not liable for, and You expressly agree to release Hey Bianca against, any Loss or harm suffered by You resulting indirectly or directly from the consumption of Products.
- 14.6. The pictures and other images used in the App are indicative only and may not be a true representation of the Product or an actual photo of the Product.
- 14.7. Hey Bianca provides You with access to the App and Service on the basis that, to the maximum extent permitted by law, including the Australian Consumer Law, Hey Bianca excludes all representations, warranties, conditions, undertakings and other terms in relation to the App and Service (including any representations, warranties, conditions, undertakings and other terms which might otherwise apply to the App or Service, or be otherwise implied or incorporated into these Terms, by statute, common law or otherwise).

15. Liability

- 15.1. All Services is the sole responsibility of the Driver accepting the Order. Hey Bianca is not liable for, and You expressly agree to release Hey Bianca against, any Loss suffered by You resulting directly or indirectly from the Services.
- 15.2. To the maximum extent permitted by law, Hey Bianca is not liable for, and You expressly agree to release Hey Bianca against any Loss arising in contract, tort (including negligence), breach of statutory duty, or otherwise arising under or in connection with the Service or the App (including the use, inability to use or the results of use of the Service or the App) for:
 - 15.2.1. any loss of profits, sales, business, or revenue;
 - 15.2.2. loss or corruption of data, information or software;
 - 15.2.3. loss of data;
 - 15.2.4. malfunctions to the App;
 - 15.2.5. distributed denial of services attack, a denial of service attack, viruses, Trojan horses, worms, malware, logic bombs, harmful components, corrupted data, any other malicious software and any other harmful data that may infect Your computer equipment, computer programs, data, mobile device or other material due to Your use of the Service or the App or downloading any material posted on the App or any App linked to it;
 - 15.2.6. loss of business opportunity;
 - 15.2.7. loss of anticipated savings;
 - 15.2.8. loss of goodwill; or
 - 15.2.9. any loss not arising naturally or not arising according to the usual course of things from the relevant breach or acts or omissions.
- 15.3. Subject to clauses 13 and 14.1, and your statutory rights under the Australian Consumer Law, Hey Bianca's total liability to you in respect of any Loss arising under or in connection with the Service or the App, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the value of Your Order or \$100, whichever is lower.

15.4. You assume full and sole responsibility for any additional or associated costs that you may incur in connection with or as a result of your use of the App, including without limitation costs relating to the servicing, repair or adaptation of any equipment, software or data that you may own, lease, license or otherwise use.

16. Termination

16.1. These Terms will continue in force until terminated in writing by either party.

16.2. These Terms will terminate immediately if, for any reason, Hey Bianca ceases to operate the App.

16.3. Hey Bianca may terminate or suspend (at our absolute discretion) Your right to use the App and the Service supplied under these Terms immediately by notifying You in writing (including by email) if Hey Bianca determines in its sole discretion that:

16.3.1. you use the App in breach of clause 9 (Licence);

16.3.2. you post Visitor Material in breach of clause 11.2 (Visitor Material and Reviews);

16.3.3. you breach any other term of these Terms.

16.4. Upon termination of these Terms:

16.4.1. all monies due to Hey Bianca will immediately become due and payable;

16.4.2. You will remain liable for an Order submitted by You; and

16.4.3. You must return all Intellectual Property to Hey Bianca.

16.5. Termination of these Terms will not affect any accrued rights or remedies any party may have as at the date of termination.

17. Written Communications

Hey Bianca may contact you by email or provide you with information by posting notices on the App. You agree to receive written communication by such electronic means.

18. Force Majeure

18.1. Neither Hey Bianca nor You will be liable for any breach of any provision of any contract between them arising from an act of God, natural disaster, terrorism, war or any other, specified or un-specified, occurrence beyond the control of either party ("**Force Majeure Event**").

18.2. The Services are deemed to be suspended for the period that any Force Majeure Event continues, and Hey Bianca will have an extension of time for performance for the duration of that period.

19. Responsible Service of Alcohol

Under Australian laws, alcoholic beverages can only be sold or supplied to persons aged 18 years of age or over.

By joining BIANCA and placing an order for an alcoholic beverages you are confirming to us that you are at least 18 years of age.

BIANCA encourages the legal and responsible consumption of alcoholic beverages.

Hey People!

Under the Liquor Control Reform Act 1998 it is an offence:

- to supply alcohol to a person under the age of 18 years (penalty exceeds \$8,000).
- for a person under the age of 18 years to purchase or receive liquor (penalty exceeds \$500)

Liquor Licence No. 51409184

Seriously...

At BIANCA, we love our pizza and wine, but we like to also lead long and happy lives, and be good to the world and the people in it. We all try to drink responsibly, in moderation, and we really hope you do too.

Don't be that guy...

We will not deliver:

- (a) alcohol or liquor Products to a person who is intoxicated or not of the appropriate legal age;
- (b) tobacco Products (including cigarettes) to a person that is not of the appropriate legal age; and
- (c) alcohol or liquor Products to a person if satisfied that the welfare of the person, or the welfare of a person residing with the person, is seriously at risk as a result of the consumption of alcohol by the person.

20. Indemnity

You agree to indemnify and hold Hey Bianca and applicable affiliates, officers, directors, agents, and employees, harmless from and against any claims, demands, proceedings, losses and damages (actual, special and consequential) of every kind and nature, known and unknown, including legal fees on the indemnity basis, made by any third party due to or arising out of your breach of these Terms or the terms and policies it incorporates by reference, or your violation of any law or the rights of a third party.

21. Disputes, Governing Law And Jurisdiction

- 21.1. If any dispute or claim arising from these Terms then You and Hey Bianca must first attempt to resolve the dispute or claim by mutual agreement. In the event that You and Hey Bianca are not able to come to an agreement, the matter must then be heard before a mutually acceptable mediator based in Adelaide, South Australia before any legal proceedings are issued. If You and Hey Bianca can not agree on a mediator then the mediator will be appointed, at the request of either party, by the president for the time being of the Law Society of South Australia. The costs or expenses of the mediation will be shared equally between You and Hey Bianca. You will bear all other costs that You incur in respect of the dispute or claim.
- 21.2. These Terms shall be governed by and construed in accordance with the law of South Australia. Disputes or claims arising in connection with these Terms (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the courts of South Australia.

PRIVACY POLICY

22. Privacy

- 22.1. Hey Bianca are committed to respecting Your privacy. Hey Bianca's Privacy Policy sets out how Hey Bianca collect, use, store and disclose Your personal information
- 22.2. By providing personal information to Hey Bianca, You consent to the collection, use and disclosure of Your personal information in accordance with this Privacy Policy and any other arrangements that apply between Hey Bianca and You.
- 22.3. We may change our Privacy Policy from time to time by publishing changes to it on the App. Hey Bianca encourages You to check the App periodically to ensure that You are aware of Hey Bianca's current Privacy Policy.

23. Collecting Personal Information

- 23.1. Hey Bianca may collect the following types of personal information:
 - 23.1.1. name;
 - 23.1.2. mailing or street address;
 - 23.1.3. email address;
 - 23.1.4. telephone number and other contact details;
 - 23.1.5. age or date of birth;
 - 23.1.6. credit card information;
 - 23.1.7. Your device ID, device type, geo-location information, computer and connection information, statistics on page views, traffic to and from the sites, ad data, IP address and standard web log information;
 - 23.1.8. details of the products and services Hey Bianca has provided to You or that You have enquired about, including any additional information necessary to deliver those products and services and respond to Your enquiries;
 - 23.1.9. any additional information relating to You that You provide to Hey Bianca directly through the App or indirectly through Your use of the App or through other websites or accounts from which You permit Hey Bianca to collect information;
 - 23.1.10. information You provide to Hey Bianca through customer surveys; or
 - 23.1.11. any other personal information that may be required in order to facilitate Your dealings with Hey Bianca.
- 23.2. Hey Bianca may collect these types of personal information either directly from You, or from third parties. Hey Bianca may collect this information when You:
 - 23.2.1. register on the App; or
 - 23.2.2. communicate with Hey Bianca through correspondence, chats, email, or when You share information with Hey Bianca from other social applications, services or websites.

24. Use of Personal Information

- 24.1. Hey Bianca may collect, hold, use and disclose Your personal information for the following purposes:
 - 24.1.1. to enable You to access and use the App;
 - 24.1.2. to operate, protect, improve and optimise the App, the Hey Bianca business and Hey Bianca's users' experience, such as to perform analytics, conduct research and for advertising and marketing;
 - 24.1.3. to send You service, support and administrative messages, reminders, technical notices, updates, security alerts, and information requested by You;
 - 24.1.4. to send You marketing and promotional messages and other information that may be of interest to You, including information sent by, or on behalf of, Hey Bianca business partners that Hey Bianca think You may find interesting;
 - 24.1.5. to administer rewards, surveys, contests, or other promotional activities or events sponsored or managed by Hey Bianca or Hey Bianca's business partners;
 - 24.1.6. to comply with Hey Bianca's legal obligations, resolve any disputes that Hey Bianca may have with any of Hey Bianca's users, and enforce Hey Bianca's agreements with third parties.
- 24.2. Hey Bianca may also disclose Your personal information to a trusted third party who also holds other information about You. This third party may combine that information in order to enable it and Hey Bianca to develop anonymised consumer insights so that Hey Bianca can better understand Your preferences and interests, personalise Your experience and enhance the products and services that You receive.
- 24.3. Hey Bianca and/or Hey Bianca's business partners may send You direct marketing communications and information about Hey Bianca's services and products. This may take the form of emails, SMS, mail or other

forms of communication, in accordance with the Spam Act and the Privacy Act. You may opt-out of receiving marketing materials from Hey Bianca by contacting Hey Bianca using the details set out.

25. Disclosure of Personal Information

- 25.1. Hey Bianca may disclose personal information for the purposes described in this Privacy Policy to:
 - 25.1.1. Hey Bianca employees and related bodies corporate;
 - 25.1.2. third party suppliers and service providers (including providers for the operation of Hey Bianca App or websites or Hey Bianca's business or in connection with providing Hey Bianca's products and services to You);
 - 25.1.3. contractors or Drivers;
 - 25.1.4. professional advisers, dealers and agents;
 - 25.1.5. payment systems operators (e.g. merchants receiving card payments);
 - 25.1.6. existing or potential agents, business partners or partners;
 - 25.1.7. sponsors or promoters of any competition;
 - 25.1.8. anyone to whom Hey Bianca's assets or businesses (or any part of them) are transferred;
 - 25.1.9. specific third parties authorised by You to receive information held by Hey Bianca; or
 - 25.1.10. other persons, including government agencies, regulatory bodies and law enforcement agencies, or as required, authorised or permitted by law.

26. Using our App and cookies

- 26.1. Hey Bianca may collect personal information about You when You use and access the App.
- 26.2. While Hey Bianca do not use browsing information to identify You personally, we may record certain information about Your use of the App, such as which pages You visit, the time and date of Your visit and the internet protocol address assigned to Your device.
- 26.3. Hey Bianca may also use 'cookies' or other similar tracking technologies on the App that help Hey Bianca track Your website usage and remember Your preferences. Cookies are small files that store information on Your computer, TV, mobile phone or other device. They enable the entity that put the cookie on Your device to recognise You across different websites, services, devices and/or browsing sessions. You can disable cookies through Your internet browser but the App may not work as intended for You if You do so.

27. Security

- 27.1. Hey Bianca may hold your personal information in either electronic or hard copy form.
- 27.2. Hey Bianca takes reasonable steps to protect Your personal information from misuse, interference and loss, as well as unauthorised access, modification or disclosure. However, Hey Bianca cannot guarantee the security of Your personal information.

28. Accessing or correcting your personal information

- 28.1. You can access the personal information Hey Bianca holds about You by contacting Hey Bianca using the information below. Sometimes, Hey Bianca may not be able to provide You with access to all of Your personal information and, where this is the case, we will tell You why. Hey Bianca may also need to verify Your identity when You request Your personal information.
- 28.2. If You think that any personal information Hey Bianca holds about You is inaccurate, please contact Hey Bianca and Hey Bianca will take reasonable steps to ensure that it is corrected.

29. Making a complaint

If You think Hey Bianca has breached the Privacy Act, or You wish to make a complaint about the way Hey Bianca has handled Your personal information, You can contact Hey Bianca using the details set out. Please include Your name, email address and telephone number and clearly describe Your complaint. Hey Bianca will respond to You regarding Your complaint within a reasonable period of time.

30. Further information

For further information about **Hey Bianca's** Privacy Policy or practices, or to access or correct Your personal information, or make a complaint, please contact **Hey Bianca** using the contact details set out in the App.

Effective: 23 November 2017

