

## 1. Introduction and Terms of Use

- (a) These Terms and Conditions (**Terms and Conditions**) apply to the APCO Fuel App (**the Application**), provided by APCO Service Stations Pty Ltd (ACN 007 229 898) and its related entities (**APCO or we, us or our**).
- (b) The Application is offered under a license between APCO and a third-party licensor (**Licensor**), who owns the Application.
- (c) By downloading, accessing or using any part of the Application on any device, the user (**you, the Customer**) agrees with and accepts these Terms and Conditions and the Terms for APCO brands and offerings, such as APCO café24-7 and its associated “buy 7 coffees and get the 8<sup>th</sup> coffee free” loyalty program, as well as any separate credit Terms that may apply to you. If you do not agree or accept these Terms and Conditions, you must cease to use the Application immediately.
- (d) By using the Application, you also consent and agree to comply with APCO’s [Privacy Policy](https://www.apco.com.au/PrivacyPolicy) (as made available on APCO’s website <https://www.apco.com.au/> (**Website**)), which sets out how we collect, use and protect the personal information you provide to us.
- (e) Any references in these Terms and Conditions to an “**APCO Store**” means a fully licensed and authorised APCO Store.
- (f) Any references to an “**APCO Site**” means the entire premises, including the external areas where the Fuel pumps are located, in connection to an APCO Store.
- (g) Any references to “**Fuel**” means any type of motor fuels sold by APCO at an APCO Site and includes, without limitation, unleaded and premium unleaded petrol, automotive LPG and diesel as specified by APCO from time to time and as purchased from an APCO Store by you.
- (h) APCO provides the Application to you to facilitate the purchase of Fuel and other products, loyalty programs (such as the APCO café24-7 coffee loyalty program), and payments at an APCO Site with your mobile device. The Application is available via the Apple App Store and Google Play Store. Subject to your compliance with these Terms and Conditions, APCO grants you a limited non-exclusive, non-transferable licence to download and install a copy of the Application on a mobile device that you own or control and to run such copy of the Application solely for your own personal non-commercial purposes.
- (i) In order to use the Application, you will need at least an Apple iPhone or an Android device that is enabled for cellular or wireless internet connection (“**Mobile Device**”). Be aware that use of the Application requires access to the internet and a Mobile Device with location services.
- (j) The Application may contain links to third-party sites. When a user has clicked on a link to another site, they leave the Application, and their use of that site is not governed by these Terms and Conditions.
- (k) We reserve the right to amend these Terms and Conditions at any time. By continuing to use the Application, you accept and are obliged to comply with the Terms and Conditions as in force and as amended from time to time.

## 2. Registration and Access to Application

- (a) To obtain access to the Application, you must register for an account with us (**Account**) and accept these Terms and Conditions and our Privacy Policy, which forms a contractual relationship between us and you.

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- (b) If you are under 15 years old, you agree and acknowledge that you have obtained your parent or guardian's consent to use the Application, including consent to nominate a payment method for purchases made via the App. Once you use the Application, you are bound by these Terms and Conditions, and any parent or guardian who has provided consent (where applicable) will similarly be bound. If you are under the age of 18, you acknowledge that you may not be able to use, access or take full advantage of the Application and all of its features.
- (c) You may only create one Account on the Application.
- (d) To register an Account, you must provide us with current, complete and accurate identification, and other information (some of which is not mandatory) including, but not limited to, your name, phone number/s, a valid email address and password (**Account Information**).
- (e) We are not obliged to confirm the identity of you or other users of the Application but may, at our discretion, take reasonable steps to ensure the Account Information is accurate.
- (f) We reserve the right to deny anyone access to an Account or the Application at any time and for any reason without notice and without any requirement to provide reasons for that decision.
- (g) If your Account Information changes, you must promptly update your Account to reflect those changes. If the Account Information you provide us is inaccurate or becomes out of date, you may not be able to use all or any of the features of the Application.
- (h) When you register an Account, you must nominate a username and password. You are responsible for maintaining the confidentiality and integrity of your Account and password, and for all conduct, use and activity carried out on your Account.
- (i) You accept full responsibility for all activities on the Application while logged into your Account, including online ordering. If you believe there has been unauthorised access to your Account, please contact us immediately.
- (j) By accessing and using the Application you represent and warrant that:
  - (i) you have the right, authority and capacity to agree to and comply with these Terms and Conditions;
  - (ii) you will take steps to update the Application whenever updates are made available;
  - (iii) If you are registering an Account or using the Application on behalf of a company, that company is taken to have accepted these Terms and Conditions and you are taken to have been duly authorised to bind the company; and
  - (iv) you will use the Application in a manner that is consistent with any and all applicable laws, regulations and all APCO policies.
- (k) By registering for an Account, you agree that we may from time to time send you text messages, push notifications and emails as part of the normal operation of your use of the Application. You may opt out of receiving these communications from us by contacting us, and you acknowledge that opting out of receiving these communications may impact your use of the Application.

- (l) It is your responsibility to delete your Account when you no longer wish to use the Application.

### 3. Your Use of Application

- (a) You download, install, access and use the Application at your own risk and cost. While the use of the Application is free, you should be aware that internet service provider costs may apply, which you will be liable for.
- (b) By accessing the Application as a user, you acknowledge and warrant that you will:
  - (i) use the Application for lawful purposes only;
  - (ii) use your own judgement when using the Application and take care of your personal safety. In particular, you will not access or actively use the Application when driving, or while dispensing Fuel from a Fuel pump into your vehicle or storage container;
  - (iii) not commit any act or engage in any practice that is harmful to APCO's system/s, brand, reputation or goodwill;
  - (iv) not interfere with the integrity of the Application, including but not limited to:
    - (A) hacking, transmitting any viruses, spyware, malware or any other code of a destructive or disruptive nature;
    - (B) using any device, software or routine to interfere or attempt to interfere with the proper working or security settings of the Application or its content or any other person's use of the Application or its content;
    - (C) bypassing measures used to prevent or restrict access to the Application;
  - (v) not create Accounts with us through unauthorised means, including by using an automated device, script, bot or other similar means;
  - (vi) not restrict, or attempt to restrict, another Customer or person from using the Application;
  - (vii) not encourage or facilitate violations of the Terms and Conditions;
  - (viii) not harvest or otherwise collect information about other users or Customers, including Account Information, without their consent;
  - (ix) not exploit, use, copy, reproduce, publish, communicate online, encode, translate, transmit, record, perform, broadcast or distribute the whole or any part of the Application or its content or adaptation thereof in any way through or to any device including, but not limited to, a computer, server, website or other medium for publication or distribution, for any purpose or enterprise, whether commercial or non-commercial, without the prior written consent of the APCO;
  - (x) not interfere with the privacy of, harass, intimidate, act violently or inappropriately towards another Customer; and
  - (xi) not infringe any intellectual property rights or any other contractual or proprietary rights of another Customer or third party.

## 4. Payment Terms

- (a) In these Terms and Conditions:
  - (i) **'Payment Method'** means a current financial instrument that Customers have added to their Account, such as a credit card or debit card, and can include an APCO Card or a Wex Motorpass Fuel Card.; and
  - (ii) **"Autopay"** means the automatic payment of the Fuel transaction via the Application when the Fuel pump nozzle is returned to the pump. Autopay is a requirement to use the Application for the payment of Fuel. When you enter a valid Payment Method, you agree to automatically activate Autopay from that point onwards.
- (b) You agree to pay for the Products in full at the time of completing your order by the nominated Payment Method through the Application, or if payment via the Application is not successful after making two (2) attempts, by entering the APCO Store and making payment at one of the cash registers (or as otherwise directed via the Application).
- (c) Payments for the Products must be made in full by you prior to the order being collected or prior to you leaving the APCO Site (in the case of Fuel). If you fail to make payment for the Fuel purchased by you before exiting the APCO Site, APCO will treat such failure to make payment as theft and will take appropriate action in accordance with APCO's policies and procedures for such incidents at APCO Sites.
- (d) APCO reserves the right to delay or cancel any payment for the purpose of preventing unlawful activity, fraud, risk assessment, security or investigation.
- (e) APCO will charge you, and you agree to pay, the price of the order placed for the Products using the Application. All prices for the Products are in Australian Dollars (AUD). APCO recommends you review your order for the Products prior to payment. APCO will not be liable for any price variations or errors in pricing.
- (f) Any payment for an order must be cleared by APCO before such order will be processed by APCO. If your payment cannot be processed, your order will be rejected and you will be notified of this via the Application as follows:
  - (i) If purchasing Fuel, you will be asked to retry the payment in the Application. If the issue persists and a second payment fails to be processed, you will be notified in the Application that you will need to retry payment again or pay inside the APCO Store;
  - (ii) If purchasing items from the Menu Ordering System, you will be notified in the Application that your order has been rejected and that you may attempt to submit another order.
- (g) You agree to be responsible for:
  - (i) ensuring that your nominated Payment Method has sufficient funds available to pay for the Products ordered through the Application;
  - (ii) paying all bank fees, including fees charged by your bank for an overdraw of your account as a result of a payment for the Products; and
  - (iii) if any payment by the nominated Payment Method fails, making payment for the Products at the APCO Store cash register (or as otherwise directed via the Application).

- (h) You agree that leaving an APCO Site without making payment for the Products in full, including in circumstances where an attempted payment via the nominated Payment Method fails, is expressly prohibited under these Terms and Conditions and constitutes theft and an offence under the applicable legislation. You also acknowledge that APCO will be entitled to recover from you any outstanding payment for Products, as well as any loss or damage suffered as a result of your failure to make payment.

## 5. How the Application Works

- (a) By downloading and accessing the Application, a Customer can:
  - (i) nominate a Payment Method to be used for purchases made via the Application.
  - (ii) attend at a participating APCO Site and select the pump number, Fuel grade and amount to be fuelled by the Customer via the Application.
  - (iii) once the pump number, Fuel grade and amount have been selected via the Application, the Customer may then proceed to dispense Fuel into their vehicle or storage container to the desired or predefined amount from the Fuel pump.
  - (iv) The Application includes a system for ordering certain APCO products for pick up at participating APCO Stores online (“**Menu Ordering System**”). The Customer may select and order items from the Menu Ordering System via the Application. Any APCO products ordered on the Application, including Fuel dispensed and any Menu Ordering System items, are referred to collectively as ‘**Products**’ in these Terms and Conditions.
  - (v) Once Fuel has been dispensed and the fuel pump nozzle has been returned to the fuel dispensing bowser, payment is processed via the Application using their nominated Payment Method.
  - (vi) If processing of the payment by the Customer’s nominated Payment Method fails to complete for a Fuel transaction, the Customer will be permitted to make further attempts to resubmit the payment for the Fuel using the nominated Payment Method. If payment via the Customer’s nominated Payment Method is unable to be successfully processed after multiple further attempts to make payment in the Application, the Customer will be required to select the ‘pay in store’ option in the Application, then enter the APCO Store and make the payment for the Fuel at one of the cash registers, as if the Customer was not using the Application.
  - (vii) The Customer acknowledges and agrees that exiting the APCO Site without having their payment for the Products successfully processed, either by the Customer’s nominated Payment Method or by entering the APCO Store to make payment at one of the cash registers, is expressly prohibited and will constitute theft and an offence under the relevant legislation.
  - (viii) Any orders made by a Customer for Fuel will be treated as an independent and separate transaction from any orders made by that same Customer for APCO products ordered from the Menu Ordering System in the Application (even if both are during a single visit to an APCO Store), and separate payments for each of these transactions will be required.
- (b) Any Products or services displayed, offered or provided on the Application, including Fuel, are offered on an ‘if/as available’ basis.

- (c) The Application allows a Customer to pay for Fuel at the fuel pump while at the APCO Site (“**Fuel Transaction**”). Payment for Fuel on the Application is only available at participating APCO Stores, and is subject to you undertaking the following process prior to putting fuel into your vehicle:
- (i) You must ensure that Location Services on your mobile device are enabled for the Application.
  - (ii) You must ensure that you drive up to the Fuel pump after arriving at the APCO Site and ensure that you stop and turn off the ignition of your vehicle.
  - (iii) You must open the Application and select the relevant Fuel pump number, fuel grade and amount in the menu.
  - (iv) After you have selected the relevant Fuel pump number, fuel grade and amount, you will be prompted to fill your vehicle with the selected type of fuel.
  - (v) You will then need to pick up the Fuel pump nozzle at the relevant Fuel pump number and dispense the chosen fuel type into your vehicle.
  - (vi) After you have dispensed the required amount of fuel into your vehicle, you must return the Fuel pump nozzle to the Fuel pump bowser by hanging it up.
  - (vii) The computer system at the APCO Site will then indicate to the staff at the APCO Store that you have completed pumping Fuel into your vehicle and that the relevant Fuel Pump is ready for finalisation of the transaction. At this point, the Fuel Transaction is automatically finalised via the Application.
  - (viii) The Fuel Transaction will be settled against the nominated Payment Method selected by you in the Application. As soon as you have finalised the purchase and made payment for the Fuel Transaction, a receipt for payment made will be shown on the Application and emailed to your email address registered with the Application.

## 6. Menu Ordering System

- (a) Brands and items available to the Menu Ordering System may include APCO café24-7 food service items, coffee, and APCO merchandise/store items. APCO reserves the right to change the brands and menu items available through the Menu Ordering System at any time without notice to you.
- (b) The Application menus and prices may be different to the full menu available within our APCO Stores or APCO websites. It is your responsibility to check the Application menus and prices carefully when placing your order, as any order placed using the Application will be subject to the menu and prices shown in the Application.
- (c) If APCO is unable to process your payment, APCO will be unable to fulfil your order. APCO will not be liable to you in any way when APCO is unable to process your payment for any reason.
- (d) It is your responsibility to ensure that your food and beverage order is consistent with your dietary requirements including any intolerances or allergies.
- (e) You agree that it is your responsibility to collect the order placed by using the Application at the time and location requested by you.
- (f) If your order contains any fresh food item, you must collect your order within one (1) hour of the order being accepted. If you fail to collect your order for any reason whatsoever, APCO will discard the fresh food item(s) after one (1) hour for food

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safety reasons. APCO will not be liable to you for any loss you suffer in any way by failing to comply with this condition.

- (g) When placing a menu order on the Application using the Menu Ordering System, you must:
  - (i) Select the APCO Store from which you want to pick up your order;
  - (ii) Select whether your order will be picked up in store or via the drive-thru (if applicable);
  - (iii) Select whether your order is to be scheduled for as soon as it is ready or at a later time;
  - (iv) Select the items you wish to purchase; and
  - (v) Complete the payment process shown on the Application and pay for the order in full.
- (h) Once you complete payment for your purchase, you will see a confirmation message appear on your device's screen. When the nominated APCO site accepts your order, you will receive a notification via the Application (if your mobile device settings permit the delivery of notifications). Following this, the store will Progress your order and you will receive a notification saying that your order is being prepared. Once an order is progressed to the preparing stage, you will not be able to cancel or change it.
- (i) On arrival at the APCO Store, if requested by an APCO employee to do so you must present your Mobile Device showing your order code or receipt to an APCO team member in order to collect your purchase.
- (j) You acknowledge that there may be some wait times associated with preparing orders for the Products which may vary depending on factors such as order volumes, staff and capacity.
- (k) As availability of the Products may vary between APCO Stores, APCO does not guarantee that your order generated on the Application will be available. If APCO is unable to fulfil your order (or part thereof), APCO may offer you a similar item of identical value ("**Substituted Item**"), which you can accept or reject at your discretion. If you reject the Substituted Item, APCO will provide a full refund of any payment received for the item into the nominated Payment Method used to place the order.
- (l) In making the Menu Ordering System available through the Application, APCO:
  - (i) makes no warranties or representations regarding the goods and services to be provided (including as to availability);
  - (ii) makes no guarantees that the Application and Menu Ordering System will be error-free or that any errors will be corrected; and
  - (iii) make no guarantees that the Application or Menu Ordering System will be free from viruses or other harmful components (and you agree to hold harmless APCO from any claim, judgement, loss, expense or liability from any virus or harm suffered by you as a result of using the Application or the Menu Ordering System).

## 7. Intellectual Property

- (a) In these Terms and Conditions, '**Intellectual Property Rights**' means all intellectual property rights, including all copyright, patents, trademarks, designs, trade secrets, software, domain names, know-how, confidential information and other rights of a similar nature, whether registered or unregistered, and any applications for registration or rights to make such an application.
- (b) You acknowledge that APCO owns the Intellectual Property and all rights, title and interest in the Application and the material (including all text information and content, graphics, logos, photographs, visual interfaces, computer code and software) made available to you on the Application (**Content**). Your use of and access to the Application does not grant or transfer any rights, title or interest you in relation to the Content.
- (c) APCO may invite you to contribute ideas, submissions or other content or to otherwise interact with us via the Application (**Contribution**). When you make a Contribution, you assign all your intellectual property rights in the Contribution to APCO, and you agree and warrant that:
  - (i) we can modify or delete your Contribution, and deal with it in any way we consider appropriate;
  - (ii) we can feature your Contribution (and, to the extent applicable, your name, likeness, image and/or voice including where contained in any photograph, film and/or recording) in our advertising and in any media worldwide including on social media platforms; and
  - (iii) we are not required to use your Contribution, but if we do use your Contribution in any way, we do not have to acknowledge you as the author, or make any payment to you, and you waive any claims you may have against us for our use of any idea, product, design and/or concept similar or identical to any idea, product, design and/or concept in your Contribution;
  - (iv) if a third party requests or requires us to remove your Contribution, then it is solely our decision whether to do so, without liability or notice to you;
  - (v) any Contribution made by you is your original Contribution, which you have the right to make and assign to us;
  - (vi) your Contribution is not misleading and/or deceptive, and does not infringe the rights of any third party's rights, including but not limited to privacy, intellectual property and contractual rights;
  - (vii) your Contribution is not illegal, discriminatory, defamatory, indecent, obscene, threatening, harassing, harmful, offensive or disparaging against any person;
  - (viii) if a law enforcement authority or court asks or requires us to disclose your identity because of allegations of illegal or inappropriate Contributions, we will fully co-operate with any such request or requirement, without liability or notice to you; and
  - (ix) you are liable for and will indemnify us against any harm caused to people or property, illegal conduct, or breach of other people's rights that may arise from your Contribution, and you will co-operate with us in any legal action relating to your Contribution whenever we reasonably request it.

- (d) You must not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, commercially exploit, reverse engineer, create derivative works from, transfer or sell any Content or any other material in any form contained within the Application unless expressly permitted by APCO.
- (e) You agree and acknowledge that APCO is the owner of various trade marks (**the Trade Marks**) including the word and composite mark “**APCO**”. You acknowledge the validity of the value of the Trade Marks and undertake not to directly or indirectly take any action, or assist any person to take any action which will or is likely to:
  - (i) invalidate or put in dispute APCO’s ownership of the Trade Marks;
  - (ii) dilute the value of the Trade Marks;
  - (iii) taint the goodwill and reputation of APCO or its associated entities; and
  - (iv) cause APCO or its associated entities to suffer loss or damage.
- (f) In particular you undertake not to do any of the following actions, or to authorise or assist any person to take any of the following actions:
  - (i) apply for the registration of a trade mark, company name, business name, domain name or any other registration which contains a substantially identical or deceptively similar mark to the Trade Marks;
  - (ii) oppose the application for registration or invalidate any registration of any trade marks in the name of APCO;
  - (iii) where the Trade Marks are or become registered in an Australian and/or international register, apply for and/or support an application for the removal of the Trade Marks from those registers;
  - (iv) register, attempt to register or use any intellectual property which is substantially identical or deceptively similar to the Trade Marks.
- (g) APCO takes the protection of its Intellectual Property and all its associated rights very seriously. APCO may take action against you in the event you breach these Terms and Conditions, including but not limited to issuing legal proceedings for the recovery of unpaid licence fees, compensation of loss to APCO, an account of profits, and an injunction to stop you engaging in the unlawful conduct. You may also be ordered to pay APCO’s legal costs.
- (h) If you become aware of any conduct that infringes or is likely to infringe APCO’s Intellectual Property Rights, please report this by email to [support@apco.com.au](mailto:support@apco.com.au) immediately.

## 8. Privacy

- (a) Some functionality of the Application, including the Menu Ordering System and location-based services may require the transmission of information provided by you including user names and passwords, email addresses and information related to GPS location (“**User Information**”).
- (b) If you use such functionality of the Application, you consent to the transmission of User Information to APCO, its associated entities and agents and authorise APCO, its associated entities and agents to record, process and store such User Information as necessary for the Application functionality and for the purposes described in APCO’s Privacy Policy.

- (c) Certain Application services will make use of location data sent from your mobile device. You may turn off this functionality at any time by turning off the location services settings for the Application on your mobile device. You acknowledge that turning off location services settings may impact your ability to use certain features of the Application, including limiting your ability to use the Application in connection with Fuel Transactions.
- (d) By using the Application, you consent to APCO's, its associated entities' and agents' transmission, collection, maintenance, processing and use of your location data and queries to provide and improve location-based products and services. You may withdraw this consent at any time by turning off the location services settings.
- (e) APCO will collect, hold and use your personal information in accordance with its Privacy Policy, which is available on the APCO website.

## 9. Links to Other Sites

You acknowledge that the Application may contain links to other independent third-party applications or websites (**the Linked Sites**). The Linked Sites are provided solely as a convenience to users. The Linked Sites are not under APCO's control, and APCO is not responsible for and does not endorse the content of the Linked Sites. You access the Linked Sites entirely at your own risk and you will need to make your own independent judgement regarding your interaction with the Linked Sites.

## 10. Disclaimers

To the fullest extent permitted by law, you agree and acknowledge that:

- (a) APCO does not promise that the Application or any Content will be error-free or uninterrupted, or that any defects will be corrected, or that your use of the Application will provide specific results;
- (b) the Application and its Content is delivered on an "as is" and "as available" basis and the entire risk arising out of your use of the Application remains solely with you. All Content is subject to change without notice;
- (c) APCO retains complete control over the Application and its Content and may alter, amend or cease the operation of the Application in APCO's sole discretion and without notice to you;
- (d) APCO makes no warranty or representation that any result or objective can or will be achieved or attained by accessing the Application;
- (e) APCO makes no warranty that the Application will be fit for purpose, continuous, uninterrupted, accurate, fault-free, virus-free, secure or accessible at all times;
- (f) APCO's delivery of goods and services via the Application comes with guarantees that cannot be excluded under the Australian Consumer Law (**ACL**). You may have rights under the ACL for major and minor failures. In addition to other entitlements, for a major failure you may be entitled to a refund or compensation for the reduced value of goods or services. For a minor failure, we may choose to provide you with a replacement or refund for goods or services, or re-supply a service. The type of remedy we offer you may vary depending on how long it takes you to make a claim. To obtain compensation, you will need to provide documentary evidence of the loss or damage suffered, and documentary evidence that such loss or damage was a reasonably foreseeable consequence of our failure to comply with a consumer guarantee under the ACL;

- (g) APCO otherwise, to the extent permitted by law, excludes all representations, warranties and conditions relating to Application and Content and the use of the Application and Content including any warranties implied at law of a satisfactory quality, fitness for purpose and for the use of reasonable care and skill;
- (h) APCO, its related entities, agents and employees do not have any liability in respect of the authenticity, origin, validity, completeness, reasonableness or accuracy of, or for any errors in, or omissions from, the Application or its Content;
- (i) the Content should not be construed as a recommendation to participate in any transaction or engage in any conduct. You should conduct your own independent judgement in relation to such matters and not rely on the Content;
- (j) APCO will not be liable to you in respect of any loss or corruption of any data, database or software;
- (k) APCO does not authorise, mandate or permit the users of the Application to engage in unlawful conduct in respect of the Application and its Content and disclaims any liability in respect of any unlawful conduct engaged in by the users of its Application and Content;
- (l) If you become aware of any Content that you believe is offensive, illegal or infringes your or any other person's intellectual property rights, you will report this immediately by email to [app@apco.com.au](mailto:app@apco.com.au) or by post to 343 Thompson Rd, North Geelong VIC 3215 .

## 11. Undertaking and Indemnity for Legal Actions

- (a) You agree not to take any legal action, including but not limited to, for breach of contract, defamation and negligence, against APCO, its associated entities, agents or employees, in respect of any matter relating to the Application or the Content, including with respect to any Contribution made by you.
- (b) You release APCO, its associated entities, agents and employees from all damages, losses, actions, costs, claims, demands and causes of action whatsoever at law, in equity or under statute which you or anyone claiming through you may have, or might at any time have or have had against APCO, its associated entities, agents and employees in respect of, arising out of or resulting from your download, use or attempted use of the Application, and in connection with any Contribution made by you.
- (c) You agree to indemnify and hold APCO, its associated entities, agents and employees harmless from and against any actions, claims, demands, losses, damages, proceedings, compensation, costs, charges and expenses (including solicitor fees) incurred by or made against them (including by a third party) due to or arising out of or in connection with your use of the Application or Content, including any Contribution made by you.
- (d) If, notwithstanding the requirements of these Terms and Conditions, you take legal action against APCO, its associated entities, agents or employees, whether such action is brought under general law, statute or in equity, you agree to indemnify APCO, its associated entities, agents and employees:
  - (i) from and against all actions, claims, demands, losses, damages, proceedings, compensation, costs, charges and expenses (including solicitor fees) incurred by or made against them; and

- (ii) for any loss they suffer as a result of you taking legal action against them, including but not limited to losses which are direct or indirect, economic or non-economic.

## 12. Variation

- (a) We reserve the right to vary these Terms and Conditions at any time and without notice. Your continued use of the Application following the publication of changes will mean that you accept and agree to the changes.
- (b) The revised Terms and Conditions will apply to the use of the Application from the date of publication of the revised Terms and Conditions on the Application. Please check this page regularly to ensure you are familiar with the current version.

## 13. Severability

Any clause in these Terms and Conditions which is invalid or unenforceable in any jurisdiction is to be read down for the purposes of that jurisdiction so as to be valid and enforceable, and is otherwise capable of being severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of the Terms and Conditions or affecting the validity or enforceability of that clause in any other jurisdiction.

## 14. Law and Jurisdiction

These Terms and Conditions will be governed by and construed in accordance with the laws in force in the State of Victoria and any disputes relating to these Terms and Conditions will be subject to the non-exclusive jurisdiction of the courts of that state and the Commonwealth of Australia.

## 15. Feedback and Contact Information

Your feedback is important to us. We welcome and encourage you to provide feedback, reviews, comments and suggestions for improvements to the Application. In doing so you acknowledge that any feedback you provide in relation to the Application is deemed to be non-confidential and APCO, its associated entities, agents and employees are free to use this information on an unrestricted basis. You may submit feedback to us in any of the following ways:

- (a) Directly through the Application: When signed into the Application, navigate to the 'My Account' tab then to the 'Support' section where you will find an option to submit your feedback;
- (b) In-Store: You may visit any of our physical APCO Stores where our well-trained staff will assist you with the feedback process. Here you will be able to simply scan your unique APCO Application QR code, and our team will take care of the rest; or
- (c) Via Email: Alternatively, you can send your feedback to our dedicated email address for APCO Application operations and feedback, at [app@apco.com.au](mailto:app@apco.com.au).