

YOURKIND PTY LTD ABN 31 663 959 448 (COMPANY)
PURCHASE ORDER TERMS

By completing an order to purchase digital products and/or services (the **Product**) via the YourKind Marketplace (the **Platform**) from the vendor (the **Seller**), you (the **Purchaser**) agree to be bound by the following terms and conditions in respect of the transaction.

1. To complete the order, the Purchaser must pay the purchase amount upfront in full via the online payment gateway made available via the Platform.
2. The Purchaser acknowledges that the price payable to obtain access to a Product shall be determined by the Seller in their complete discretion without any input or control by the Company.
3. The Purchaser accepts that the Company will take a commission from the Seller on each Product sale as consideration for facilitating the transaction via the Platform.
4. By completing an order, the Purchaser forms a direct contractual relationship with the Seller in respect of the Product and it is the Seller's sole obligation to provide the Purchaser with access to the Product as described.
5. The Purchaser accepts that the Company is no way responsible or liable in respect of the Product, including the actual provision of the Product itself and/or the quality, suitability, or legality of the Product.
6. The Company in no way endorses the suitability of Products and the Purchaser must exercise its own due diligence before completing an order to ensure that the selected Product is what they wish to purchase.
7. The Purchaser accepts that the Company makes no warranty as to the character or credentials of the Seller and does not independently assess and/or approve the Products offered.
8. The Company makes no representation that a Product listing and other information made available to the Purchaser by the Seller is complete, accurate and up to date.
9. The Company makes no representation or guarantee that the Purchaser will be satisfied with Product purchased and/or meet their expectations and achieve desired results.
10. Unless notified otherwise, the Purchaser shall submit any support or refund requests to the Company via the email support@yourkind.io which shall be handled on a case-by-case basis.
11. The Company accepts no responsibility for any interaction between the Purchaser and Sellers resulting from use of the Platform, whether that interaction occurs via the Platform or not.
12. By completing an order, the Purchaser consents to the Company using their personal information entered as part of completing an order for marketing and promotional purposes, subject to and in accordance with its Privacy Policy found at <https://www.yourkind.io/policies>.
13. Under no circumstances will the Company be responsible to the Purchaser for the Seller's use of their personal information, though the Purchaser hereby accepts that the Seller may use their personal information provided for marketing and promotional purposes themselves (unless expressly directed otherwise by the Purchaser).
14. In no circumstances will the Company be liable for any direct, incidental, consequential, or indirect damages or loss resulting from the Purchaser's access to, or use of, or inability to use the Product, whether based on warranty, contract, tort, negligence, in equity or any other legal theory.
15. These Purchase Order Terms are governed by the laws of New South Wales, Australia, and the Purchaser hereby submits to the non-exclusive jurisdiction of courts with jurisdiction there.