

YPL AUSTRALIA PTY. LTD. ("YPL") (COLLECTIVELY, THE "SITES"), CONDITIONED ON YOUR ACCEPTANCE OF THE TERMS, CONDITIONS AND NOTICES CONTAINED HEREIN (THE "TERMS OF USE") (TOGETHER WITH OUR COOKIE POLICY, PRIVACY POLICY, TERMS OF SALE AND ANY OTHER DOCUMENTS REFERRED TO HEREIN). FOR THE PURPOSES OF THESE TERMS OF USE, "CONTENT" MEANS, COLLECTIVELY, ANY TEXT, IMAGES, GRAPHICS, SOFTWARE, SOURCE CODE, APPS, SPECIFICATIONS, AUDIO FILES, VIDEOS, ARTICLES, TRADEMARKS, LOGOS AND OTHER INFORMATION OR CONTENT AVAILABLE THROUGH THE SITES THAT ARE NOT SUBMISSIONS (AS THAT TERM IS DEFINED BELOW), INCLUDING BUT NOT LIMITED TO THE DESIGN, STRUCTURE, SELECTION, COORDINATION, EXPRESSION, "LOOK AND FEEL" AND ARRANGEMENT OF SUCH CONTENT.

1. ACCEPTANCE OF TERMS.

PLEASE READ THESE TERMS OF USE AND YPL'S PRIVACY POLICY CAREFULLY. BY USING THE SITES ON ANY COMPUTER, MOBILE PHONE, TABLET, CONSOLE OR OTHER DEVICES, YOU AGREE TO THESE TERMS OF USE, AND YOU CONSENT TO THE COLLECTION, USE AND DISCLOSURE OF INFORMATION AS DESCRIBED IN THESE TERMS OF USE AND OUR PRIVACY POLICY. IF YOU DO NOT AGREE TO THESE TERMS OF USE AND THE TERMS AND CONDITIONS OF OUR PRIVACY POLICY, YOU MUST EXIT THE SITE IMMEDIATELY AND DISCONTINUE ANY USE OF THE SITES, AND ANY OF THEIR CONTENT. YOUR USE OF THE SITES SHALL BE DEEMED TO BE YOUR AGREEMENT TO ABIDE BY EACH OF THE TERMS SET FORTH BELOW. YPL CAN CHANGE THESE TERMS AT ANY TIME BY POSTING UPDATED TERMS OF USE ON THE SITES OR BY SENDING REGISTERED USERS AN EMAIL NOTICE OF THE CHANGES. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOU SHALL CEASE USING THE SITES. IF YOU DO NOT CEASE USING THESE SITES , YOU WILL BE DEEMED TO HAVE ACCEPTED THE CHANGE. These Terms of Use do not alter in any way the terms or conditions of any other agreement you may have with YPL or its affiliates for other products or services.

Our Privacy Policy, which is incorporated into these Terms of Use by this reference, further describes the collection and use of information on this Platform. Notwithstanding anything else to the contrary contained in these Terms of Use, YPL's use of any personally identifiable information (name, etc.) you provide via the Site shall be governed by our Privacy Policy. For further information regarding YPL's protection of your personal information, please refer to our PRIVACY POLICY.

You are expected to check this page from time to time to take notice of any changes YPL has made, as they are binding on you.

These Terms of Use were updated as of March 4th, 2019.

2. USE AND RESTRICTIONS.

The Sites may be accessed and used only by individuals who can form legally binding contracts under applicable laws, who are 18 years of age or older, and who are not barred from using the Sites and under applicable laws.

For residents of Korea or those accessing the site from Korea, you must be 19 years of age or older.

The Sites are provided solely as a convenience to you for non-commercial use. You may access and use the Sites only in accordance with all applicable laws and regulations and with these Terms of Use. You acknowledge and agree that YPL, in its sole discretion and without notice or any further obligation to you, may temporarily suspend or permanently discontinue and refuse any and all current and future, access to or use of the Sites. You further agree that you will not: (a) resell for commercial purposes products purchased through use of the Sites; (b) resell or make commercial use of the Sites or Content therein; (c) modify, distribute, transmit, display, perform, reproduce, publish, license, create derivative works of, transfer, or sell any Content; (d) collect or use any product listings or descriptions; (e) use any data mining, robots, or similar data gathering and extraction methods from the Sites; (f) other than for your use of the Sites as expressly permitted in these Terms of Use, access or attempt to access any systems or servers on which the Sites are hosted or modify or alter the Sites in any way; (g) forge headers, create a false identity or otherwise manipulate identifiers in order to deceive others or disguise the origin of any Content or other information transmitted to or via the Sites; (h) use, frame or utilize framing techniques to enclose any YPL trademark, logo or other proprietary information (including the images found at the Sites, the content of any text or the layout/design of any page or form contained on a page) without YPL's express written consent; or (i) use any meta tags or any other "hidden text" utilizing a YPL name, trademark, or product name without YPL's express written consent.

Any unauthorized use of the Sites will terminate the permission or license granted by these Terms of Use, will result in you being barred from use of the Sites, and may violate applicable law including copyright laws, trademark laws (including trade dress), and communications regulations and statutes.

For EU residents only: If accessing the Sites from outside of the EU (excluding the UK), Norway and Switzerland, the Contents on the Sites are displayed solely for the purpose of promoting YPL's products available within the European Union (excluding the UK), Norway and Switzerland.

3. COPYRIGHT

The Content, Sites, as well as the selection and arrangement thereof, are the sole property of YPL and/or its licensors and are protected by patent, copyright, trademark and other intellectual property laws and may not be used except in accordance with these Terms of Use or with YPL's express written consent. Other than as necessary for your use of the Sites in accordance with these Terms of Use, YPL grants no other privileges or rights in the Content to you, and you must keep intact all patent, copyright, trademark and other proprietary notices on the Content. Any Content owned by YPL's licensors may be subject to additional restrictions. Except as expressly provided in these Terms of Use, no part of the Sites and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way to

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4. TRADEMARK

All trademarks, service marks, trade names, logos and trade dress, whether registered or unregistered (collectively the "Marks") that appear on the Sites are proprietary to YPL or such Marks' respective owners. You may not display or reproduce the Marks other than with the prior written consent of YPL, and you may not remove or otherwise modify any trademark notices from any Content. The Marks are protected by trademark, trade dress, copyright, and various other intellectual property rights and unfair competition laws.

In addition, all page headers, custom graphics, button icons, and scripts are trademarks, service marks, trade names and/or trade dress of YPL or their respective owners, and may not be copied, imitated, or used, in whole or in part, without the prior written permission of YPL.

5. COPYRIGHT AND TRADEMARK INFRINGEMENTS

Notification:

YPL respects the intellectual property rights of others, and we ask you to do the same. YPL may, in appropriate circumstances and at our discretion, terminate service and/or access to the Sites for users who infringe the intellectual property rights of others. If you believe that your work is the subject of copyright infringement and/or trademark infringement and appears on our Sites, please provide YPL's designated agent the following information required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. §512 ("DMCA"):

A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Identification of the copyrighted and/or trademarked work claimed to have been infringed, or, if multiple works at a single online site are covered by a single notification, a representative list of such works at that site.

Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled at the Sites, and information reasonably sufficient to permit YPL to locate the material.

Information reasonably sufficient to permit YPL to contact you as the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted.

A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright and/or trademark owner, its agent, or the law.

A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

YPL's agent for notice of claims of copyright or trademark infringement on the Sites can be reached as follows:

By email: info@ozypl.com.au

By mail:

Attention: Brand Protection

703/ 5 Rider Blvd

Rhodes

NSW 2138

Australia

Please also note that for copyright infringements under Section 512(f) of the U.S. Copyright Act, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

6. YOUR ACCOUNT

If you purchase products or services through your account using the Sites, you must establish an account with YPL. You are solely responsible for (i) maintaining the security and confidentiality of your account and your account password; (ii) restricting access to your computer and your account; and (iii) keeping your email address listed on your account current. You are solely responsible and liable for all activities, including, without limitation, all purchases of products and services through the use of the Sites that occur under your account or your account password.

You acknowledge and agree that YPL may access, preserve, and disclose your account information, all Submissions (as defined below), all communications to and from you, all information relating to your use of the Sites, and all information relating to the use of the Sites under your account or account password if YPL is required to do so by law or legal process or if YPL determines, in its sole discretion, that such action is necessary to protect the rights of YPL, third parties, and other users of the Sites or for purposes of responding to your request for customer service. YPL's right to disclose any such information shall govern over any terms of our Privacy Policy.

7. TERMS OF SALE

All product sales from the Sites are governed by any terms of sale that may be posted on the Sites. You should refer to our terms of sale to learn more about our return policy and shipping terms. By ordering and/or accepting delivery of the products, you agree to be bound by these terms of sale. The terms of sale are subject to change without prior notice at any time, in YPL's sole discretion so you should review the terms of sale each time you make a purchase. Additional information may be found in our RETURN POLICY and online shopping sections of the Sites. Your statutory rights under the Australian Consumer Law are not affected by these Terms of Sale.

Payment methods are specified on the Sites and may include Afterpay services. If you pay for our products or services using Afterpay, the prevailing terms and conditions of Afterpay will apply, which you can find at WWW.AFTERPAY.COM. [In particular, you should be aware that if you are purchasing products and /or services using Afterpay, the minimum order value is \$100 (incl. GST) and maximum order value is \$1,000 (incl. GST). This is also inclusive of delivery charges (if applicable). Further details can be found at WWW.AFTERPAY.COM.]

8. ELECTRONIC COMMUNICATIONS

You consent to receive electronic communications from YPL either in the form of email sent to you at the email address listed on your account or by communications posted on the Sites for any purpose. You acknowledge and agree that any electronic communication in the form of such email or posting on the Sites shall satisfy any legal requirement that such communication be in writing.

You agree that YPL may use and/or disclose information consistent with its Privacy Policy.

9. SUBMISSIONS

You acknowledge that you are responsible for the information, profiles, goals, opinions, messages, comments, photos, videos, product or services feedback or ideas and any other content or material that you submit, upload, post or otherwise make available on or through the Sites (each a "Submission") and through the services available in connection with the Sites, and that you, and not YPL, have full responsibility for each such Submission you make, including its legality, reliability, appropriateness, and trademark, copyright and other intellectual property ownership. Before making a Submission, you must ensure that you either own all intellectual property rights or are otherwise in a position to grant a License (as defined below) to YPL.) You represent that the posting and use of your Submission on or through the Service does not violate, misappropriate or infringe on the rights of any third party, including, without limitation, privacy rights, publicity rights, copyrights, trademark and/or other intellectual property rights; you agree to pay for all royalties, fees, and any other monies owed by reason of Submission you post; and you have the legal right and capacity to enter into these Terms of Use in your jurisdiction.

Unless otherwise explicitly stated herein or in the YPL Privacy Policy, you agree that any Submission provided by you in connection with the Sites is provided on a non-proprietary and non-confidential basis.

You agree that YPL is free to use a Submission for the purpose of providing you and others with use of the Sites and their functionality and providing you with the associated products and services, and, unless the rights in such submission are assigned to YPL under these Terms of Use, you grant YPL a sub-licensable, transferable, perpetual, nonexclusive, worldwide, royalty-free license ("License") to (in any media, whether now known or not currently known or invented) link to, utilize, use, publicly perform, publicly display, reproduce, distribute, edit, adapt, modify and prepare derivative works of the Submission.

In addition, to the extent any Submission contains your or any other person's name, likeness, voice or biographical information ("Personal Rights"), you must comply with any applicable legislative requirements and hereby grant and will cause such other person to grant to YPL a License to (in any media, whether now known or not currently known or invented) exploit or use such Personal Rights for any advertising or marketing of YPL or ivivva products and services (in any media, whether now known or not currently known or invented). Submissions shall be considered non-confidential and YPL is under no obligation to treat such Submissions as proprietary information except pursuant to YPL's Privacy Policy applicable to personally identifiable information. **SUBJECT TO THE LICENSES GRANTED IN THESE TERMS OF USE, YOU RETAIN OWNERSHIP OF ANY COPYRIGHTS OR OTHER INTELLECTUAL PROPERTY RIGHTS IN YOUR SUBMISSIONS.**

You represent and warrant that: (i) you own all Submissions posted by you on or through the Sites and otherwise have the right to grant the Licenses to YPL set forth in this section, and (ii) your Submission is accurate and not misleading and (iii) the posting of your Submissions on or through the Sites, does not violate the privacy rights, publicity rights, trademark rights, copyrights, contract rights or any other rights of any person or entity or violate any applicable law, rule, regulation or order. You agree to pay for all royalties, fees, damages and any other monies owing to any person by

reason of any Submissions posted by you to or through the Sites. When submitting Submissions to or otherwise using the Sites or the services, you agree not to, without limitation:

- use the Sites in a manner that uses technology or other means to access the Sites, or other content that is not authorized by YPL;
- use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of content.
- take any action that imposes or may impose (in YPL's sole discretion) an unreasonably or disproportionately large load on YPL's infrastructure;
- attempt to gain unauthorized access to YPL computer network or user accounts;
- encourage conduct that would constitute a criminal offense, or that gives rise to civil liability;
- attempt to damage, disable, overburden, or impair YPL servers or networks;
- fail to comply with applicable third party terms;
- defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- use racially, ethnically, or otherwise offensive language;
- discuss or incite illegal activity;
- use explicit/obscene language or solicit/post sexually explicit images (actual or simulated);
- post anything that exploits children or minors or that depicts cruelty to animals;
- post any copyrighted, trade-secret, proprietary, patented proprietary or trademarked materials without the express permission from the owner of such rights; post any person's name,

likeness, voice or biographical information without the express permission from such person (or if that person is a minor, from that person's parent or legal guardian);

- disseminate any unsolicited or unauthorized advertising, promotional materials, 'junk mail', 'spam', 'chain letters', 'pyramid schemes', or any other form of such solicitation;
 - use any robot, spider, scraper or other automated means to access the Sites; and
- alter the opinions, goals, profiles or comments posted by others on the Sites.

This list of prohibitions provides examples and is not complete or exclusive. YPL reserves the right in its sole discretion to (a) terminate your access to your account; (b) terminate your ability to post to the Sites or the Services and (c) refuse, delete, modify, edit or remove any Submissions; with or without cause and with or without notice, for any reason or no reason, or for any action that YPL determines is inappropriate or disruptive to this Sites or to any other user of the Sites, and Services. YPL may report to law enforcement authorities any actions that may be illegal, and any reports it receives of such conduct. When legally required or at YPL's discretion, YPL will cooperate with law enforcement agencies in any investigation of alleged illegal activity on the Sites or on the Internet.

YPL takes no responsibility and assumes no liability for any Submissions posted or uploaded by you or any third party, or for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter. As a provider of interactive services, YPL is only a forum and is not liable for any statements, representations, or Submissions provided by its users in any public forum or personal home page.

These prohibitions do not require YPL to monitor, police or remove any Submissions or other information submitted by you or any other user.

YPL prohibits crawling, scraping, caching or otherwise accessing any content on the Sites via automated means, including but not limited to, user profiles and photos (except as may be the result of standard search engine protocols or technologies used by a search engine with YPL's express consent).

It is YPL's policy not to accept or consider content, information, ideas, suggestions or other materials other than those we have specifically requested and to which certain specific terms, conditions and requirements may apply. This is to avoid any misunderstandings if your ideas are similar to those we have developed or are developing independently. Accordingly, YPL does not accept unsolicited materials or ideas, and takes no responsibility for any materials or ideas so transmitted. If, despite our policy, you choose to send us content, information, ideas, suggestions, or other materials, you further agree that YPL is free to use any such content, information, ideas, suggestions or other

materials, for any purposes whatsoever, including, without limitation, developing and marketing products and services, without any liability or payment of any kind to you.

10. MODIFICATIONS

Any Content offered or posted on the Sites is subject to modification or discontinuation at any time and from time to time without notice or obligation to you. Without limiting the foregoing, YPL reserves the right, in its sole discretion, to charge fees for the use or purchase of, or access to, any products, services or Content offered through the Sites, at any time and from time to time.

11. INDEMNIFICATION

You agree to defend, indemnify and hold harmless YPL, its affiliates and their respective directors, officers, employees and agents against any losses, liabilities, claims, expenses (including attorney's fees) as a result of (i) your Submission or your access to or use of the Sites and Apps; (ii) your breach or alleged breach of these Terms of Use; (iii) your violation of any third-party right, including without limitation, any intellectual property right, publicity, confidentiality, property or privacy right; (iv) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; or (v) any misrepresentation made by you. This means that you will be responsible for any loss of damage we suffer as a result of your breach of these Terms of Use.

12. LINKS TO THIRD PARTY WEBSITES

The Sites may contain links to websites and other resources operated by third parties other than YPL. Such links are provided solely as a convenience to you. YPL does not control such websites, and is not responsible for the content, products, services or information offered by any third parties. The inclusion of links to such websites on the Sites does not imply any endorsement of any website or the content, products or services offered, advertised, endorsed or promoted by any third party, or of any company or person. If you decide to access any third party websites or acquire any third party products or services, you do so entirely at your own risk, and you may be subject to the terms and conditions and the privacy policies imposed by such third parties.

13. LINKING TO THE SITES

You may link to our sites, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link from any website that is not owned by you. The Sites must not be framed on any other site, nor may you create a link to any part of the Sites other than the home page. We reserve the right to withdraw linking permission without notice, for any or no reason. The website from which you are linking must comply in all respects with these Terms of Use.

14. VIRUSES, HACKING AND OTHER OFFENCES

You must not misuse our Sites by knowingly introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorized access to our Sites, the server on which our site is stored or any server, computer or database connected to our Sites. You must not attack our Sites via a denial or service attack or distributed denial or service attack. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Sites will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Sites or to your downloading of any material posted on it, or on any website linked to it.

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THE SITE, SUBMISSIONS AND ANY CONTENT PROVIDED VIA THE SITE, INCLUDING LINKS, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITH NO WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YPL DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, WITH RESPECT TO THE SITE, SUBMISSIONS, AND THE CONTENT, INCLUDING, WITHOUT LIMITATION, TITLE, NON-INFRINGEMENT, FREEDOM FROM ERRORS, OMISSIONS, COMPUTER VIRUSES OR OTHER MALICIOUS OR UNAUTHORIZED CODE OR PROGRAMS, AND IMPLIED WARRANTIES OR CONDITIONS ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. IN ADDITION, YPL DOES NOT REPRESENT OR WARRANT THAT THE SITE, SUBMISSIONS, CONTENT OR ANY OTHER INFORMATION ACCESSIBLE VIA THE SITE IS SECURE, ACCURATE, COMPLETE OR CURRENT OR THAT ANY PARTICULAR PRODUCTS OR INVENTORY WILL BE AVAILABLE AT ANY PARTICULAR STORE. AS A CONDITION OF YOUR USE OF THE SITE, YOU WARRANT TO YPL THAT YOU WILL NOT USE THE SITES FOR ANY PURPOSE THAT IS UNLAWFUL OR PROHIBITED BY THESE TERMS OF USE

Nothing in these Terms of Use shall effect your legal rights under applicable consumer laws. IN ADDITION, THE SITES MAY CONTAIN TYPOGRAPHICAL ERRORS OR INACCURACIES AND MAY NOT BE COMPLETE OR CURRENT. YPL THEREFORE RESERVES THE RIGHT TO CORRECT ANY ERRORS, INACCURACIES OR OMISSIONS (INCLUDING AFTER AN ORDER HAS BEEN SUBMITTED) AND TO CHANGE OR UPDATE INFORMATION AT ANY TIME WITHOUT PRIOR NOTICE. PLEASE NOTE THAT SUCH ERRORS, INACCURACIES OR OMISSIONS MAY RELATE TO PRICING AND AVAILABILITY, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, YPL RESERVES THE RIGHT TO CANCEL OR REFUSE TO ACCEPT ANY ORDER PLACED BASED ON INCORRECT PRICING OR AVAILABILITY INFORMATION.

Minor differences in color and other variations in products are possible as a result of different IMAGE ACQUISITION, display technologies or other technical reasons. Subject to your statutory rights under the Australian Consumer Law, YPL is not liable for these variants and deviations.

IN ADDITION, IF AN ITEM BECOMES UNAVAILABLE FOR WHATEVER REASON AFTER AN ORDER IS ACCEPTED, YPL MAY TERMINATE THE ORDER BY GIVING YOU WRITTEN NOTICE. IN SUCH EVENT, YPL WILL CONTACT YOU TO ARRANGE FOR A REFUND.

16. LIMITATION OF LIABILITY

YPL AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, LICENSORS AND THIRD PARTY PARTNERS WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR REVENUES OR FAILURE TO REALIZE EXPECTED SAVINGS, OR ANY DAMAGES WHATSOEVER, WHETHER OR NOT SUCH PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY, INCLUDING, WITHOUT LIMITATION, ARISING OUT OF OR IN CONNECTION WITH ANY LOSS OR OTHER DAMAGES IN CONNECTION WITH ANY UNAVAILABILITY OR NONPERFORMANCE OF THE SITE, ERRORS, OMISSIONS, VIRUSES AND MALICIOUS CODE, UNLESS SUCH LOSS OR DAMAGES ARE CAUSED DIRECTLY BY YPL'S FRAUD, RECKLESSNESS, GROSS NEGLIGENCE OR NEGLIGENCE. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

FOR NEW JERSEY RESIDENTS OR OTHER PERSONS ACCESSING THIS SITE FROM NEW JERSEY: You agree that all disputes arising from your account, your use of the Sites, and your Submissions and any Personal Rights contained therein shall be decided solely by an arbitrator, pursuant to the Consumer Arbitration Rules of the American Arbitration Association. By agreeing to arbitration, You understand and agree that You are waiving Your rights to maintain other available resolution processes, such as a court action or administrative proceeding, to settle any disputes. Furthermore, YOU AGREE TO WAIVE ANY RIGHT TO A JURY TRIAL in any dispute with YPL, its subsidiaries and/or affiliates.

BY ACCESSING THE SERVICE, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

FOR NEW ZEALAND RESIDENTS OR OTHER PERSONS ACCESSING THIS SITE FROM NEW ZEALAND: WE UNDERSTAND THAT, IN SOME JURISDICTIONS WARRANTIES, DISCLAIMERS AND CONDITIONS MAY APPLY THAT CANNOT BE LEGALLY EXCLUDED. ACCORDINGLY, IN RELATION TO GOODS AND SERVICES SUPPLIED BY YPL IN NEW ZEALAND, TO THE FULLEST EXTENT PERMITTED BY LAW, YPL'S LIABILITY FOR BREACH OF ANY CONSUMER GUARANTEE, WHICH CANNOT BE EXCLUDED, IS LIMITED AT THE OPTION OF YPL TO:

(a) IN THE CASE OF SERVICES SUPPLIED OR OFFERED BY YPL, WHICH ARE NOT OF A KIND ORDINARILY ACQUIRED FOR PERSONAL, DOMESTIC OR HOUSEHOLD USE OR CONSUMPTION (i) THE SUPPLY OF THE SERVICES AGAIN, OR (ii) THE PAYMENT OF THE COST OF HAVING SERVICES SUPPLIED AGAIN; AND

(b) IN THE CASE OF GOODS SUPPLIED OR OFFERED BY YPL, WHICH ARE NOT OF A KIND ORDINARILY ACQUIRED FOR PERSONAL, DOMESTIC OR HOUSEHOLD USE OR CONSUMPTION (i) THE REPLACEMENT OF THE GOODS OR THE SUPPLY OF EQUIVALENT GOODS, (ii) THE REPAIR OF SUCH GOODS; (iii) THE PAYMENT OF THE COST OF THE REPLACING THE GOODS OR OF ACQUIRING EQUIVALENT GOODS, OR (iv) THE PAYMENT OF THE COST OF HAVING THE GOODS REPAIRED.

You agree that any claim you may have arising out of or related to your relationship with YPL must be filed within one year after such claim arose; otherwise, your claim is permanently barred.

17. ARBITRATION

General

We believe that arbitration offers a prompt and efficient way to resolve any dispute, controversy or other claim between us (whether arising under any legal or equitable theory, and given the broadest meaning enforceable under law, a "Dispute").

To the maximum extent permitted by law, you and we agree that any and all Disputes will be resolved exclusively and finally using binding arbitration and will only be conducted on an individual basis and not in a class, consolidated, representative or similar action, except as provided below. There is no judge or jury in arbitration, the discovery and other procedures are more limited and less formal, and court review of an arbitration award is limited. The arbitrator must follow these Terms of Use and can award the same damages and relief as a court in an individual proceeding (including attorney's fees).

Acceptance of these Terms of Use constitutes a waiver of your right to litigate the Dispute in any court, the opportunity to be heard by a judge or jury, and the ability to proceed in a class, consolidated, representative or similar action, except as provided below.

Pre-Arbitration Claim Resolution

Before you can commence any proceeding as to a Dispute, you must first give us an opportunity to resolve the Dispute by emailing us a notification that contains the following information: (1) your

name, (2) your address, (3) a written description of your claim in the Dispute, and (4) a description of the specific relief you seek. If we do not resolve the Dispute within 45 days after receiving your notification, then you may pursue the Dispute in arbitration or, if you have opted out of arbitration as provided under “Right to Opt Out, in court.

Right to Opt Out

Notwithstanding the above, you may choose to pursue a Dispute in court and not by arbitration if you opt out of arbitration within 30 days from the date that you first consent to these Terms of Use (the “Opt-Out Deadline”). To opt out of arbitration, simply email us the following information: (1) your name; (2) your address; and (3) a clear statement that you do not wish to resolve Disputes with us through arbitration. Please be assured that any decision to opt out of arbitration will have no adverse effect on your relationship with us. But, we do have to enforce the Opt-Out Deadline so keep in mind that any opt out request received after the Opt-Out Deadline will not be valid and you will be required to pursue any Dispute in arbitration.

Arbitration Procedures

If the Dispute is not resolved as provided under Pre-Arbitration Claim Resolution, either you or we may initiate arbitration proceedings. The American Arbitration Association (“AAA”), www.adr.org, will arbitrate all disputes, and the arbitration will be conducted before a single arbitrator. All issues shall be for the arbitrator to decide, including the scope of the arbitration provisions in these Terms of Use.

The AAA rules are available at www.adr.org or by calling 1-800-778-7879. These Terms of Use govern in the event of any conflict with the applicable arbitration rules.

Under no circumstances will class action procedures or rules apply to the arbitration, and the arbitrator may not consolidate more than one person’s Disputes or otherwise preside over any form of a class, consolidated, representative or similar action, unless both you and we specifically agree following initiation of the arbitration. The arbitration will be conducted in English, closed to the public and confidential. All related records shall be permanently sealed, except as necessary to obtain court confirmation of the arbitration award.

The U.S. Federal Arbitration Act (“FAA”) may govern the arbitrability of Disputes. However, the arbitrator will apply applicable substantive law consistent with the FAA and the applicable statute of limitations or conditions precedent to suit.

Nothing herein will preclude us from seeking provisional remedies in aid of arbitration (such as orders to stay a court action or compel arbitration), temporary restraining orders or similar relief, or redress for potential violations of our intellectual property rights, from any court of competent jurisdiction.

Arbitration Award

The arbitrator may award on an individual basis any relief that would be available pursuant to applicable law, and will not have the power to award relief to, against or for the benefit of any person who is not a party to the proceeding. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. Such award will be final and binding on the parties, except for any right of appeal provided by the FAA, and may be entered in any court having jurisdiction over the parties for purposes of enforcement.

Location of Arbitration

Unless we mutually agree on a different location, arbitration shall occur in Seattle, Washington. You waive any right to claim that such location is an inconvenient forum, and you agree not to sue us or bring arbitration in any other forum.

To minimize the costs and burdens of associated with arbitration, you and we agree that the arbitration will be conducted by telephone, online and/or be solely based on written submissions, the specific manner to be chosen by the party initiating the arbitration. You and we further agree that the arbitration will not require any personal appearance by the parties or witnesses unless otherwise mutually agreed in writing by the parties.

Payment of Arbitration Fees and Costs

So long as you place a request in writing prior to commencement of the arbitration, we will pay all arbitration filing, administration and arbitrator fees and associated costs and expenses in any Dispute involving claims totaling less than \$10,000. You will be responsible for all additional fees and costs that you incur in the arbitration, including the fees and costs of any attorney or expert witness you use. In addition to any fees and costs recoverable under applicable law, if you provide notice and negotiate in good faith with us as provided in the section above titled "Pre-Arbitration Claim Resolution" and the arbitrator concludes that you are the prevailing party in the arbitration, you will be entitled to recover reasonable attorney's fees and costs as determined by the arbitrator.

Waiver of Class Action, Jury and Other Rights

You acknowledge and agree that, subject to your ability to pursue a Dispute in court by complying with the procedures above under “Right to Opt Out,” your acceptance of these Terms of Use constitutes your waiver of certain rights, including your right to litigate a Dispute in a public court before a judge or jury; your ability to participate in a class, consolidated, representative or similar action; your ability to conduct discovery and other procedures except under AAA rules; and your right to certain remedies, relief or other.

18. GOVERNING LAW

All litigation, court proceedings, arbitration proceedings, mediation proceedings, lawsuits, court hearings and other hearings or actions initiated in connection with the Sites, Apps and/or the Content must and will be venued exclusively in Vancouver, BC, Canada. These Terms of Use and the relationship between you and YPL will be governed by the laws of the Province of British Columbia, Canada, and the federal laws of Canada applicable therein, without giving effect to principles of conflict of laws of any jurisdiction. The International Sale of Goods Act of British Columbia and the United Nations Convention on Contracts for the International Sale of Goods will not apply in any way to these Terms of Use or to the transactions contemplated by these Terms of Use.

19. MISCELLANEOUS

If any provision of these Terms of Use is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect the effectiveness or validity of any provision in any other jurisdiction, and these Terms of Use will be reformed, construed and enforced in such jurisdiction as if such provision had never been contained herein. Any headings or titles herein are for convenience only.

20. LANGUAGE

The official language of these Terms of Use exclusively shall be, and all communications and agreements between YPL and you and any proceedings in connection with these Terms of Use and/or your use of the Sites, exclusively shall be made in, the English language. YPL and you waive any rights we may have under any other law to have these Terms of Use written in another language, and any translation of this Terms of Use will be for convenience only.

21. NO PARTNERSHIP

You agree that no joint venture, partnership, employment, or agency relationship exists between you and YPL as a result of these Terms of Use, our Privacy Policy or any use of the Sites. YPL's performance of these Terms of Use is subject to existing laws and legal process, and nothing contained in these Terms of Use or our Privacy Policy is in derogation of YPL's right to comply with law enforcement requests or requirements relating to your use of the Sites or information provided to or gathered by YPL with respect to such use.

22. ENTIRE AGREEMENT

These Terms of Use, Cookie Policy and our Privacy Policy constitute the entire agreement between you and YPL with respect to the Sites, and they supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and YPL with respect to the Sites and Apps.

B. Gift Cards Terms and Conditions

1. Compliance with Laws

By purchasing a gift card ("Gift Card") offered by YPL, you are certifying and representing to YPL that the activities in connection with which the Gift Cards will be used will comply with these terms and conditions and the terms and conditions found on the back of the Gift Card, the Cashstar eGift Card terms and conditions (collectively the "Gift Card Terms and Conditions"), all applicable laws, rules and regulations, and that the Gift Cards will not be used in any manner that is misleading, deceptive, unfair or otherwise harmful to guests. In addition, you agree to defend and indemnify YPL, from and against any claims, expenses or liabilities made against or incurred by any of them in connection with your use of the Gift Cards or violation of the Gift Card Terms and Conditions. You agree to release YPL from and against any and all claims, expenses or liabilities you have or may have against or incurred in connection with your use of the Gift Cards or violation of any of the Gift Card Terms and Conditions.

Please be aware that Gift Cards offered by YPL cannot be purchased using Afterpay.

2. Returns

For information regarding returns see our RETURN POLICY.

3. Our Policies

Gift Cards cannot be returned, resold, transferred for value, redeemed for cash or applied to any other account, except to the extent required by law. Gift Cards cannot be replaced or be redeemed for cash, except where the balance is less than \$10 (or its equivalent in local currency) or as otherwise required by law. Gift Cards can only be sold in any amount over \$10.00 to a maximum of \$1000. Gift Cards never expire or accrue fees. For Singapore guests, YPL does not require the approval of the Monetary Authority of Singapore. Guests are advised to read the Gift Card Terms and Conditions carefully.

4. Risk of Loss

The risk of loss and title for Gift Cards pass to the purchaser upon sale. Gift Cards are like cash. We are not responsible if a Gift Card is lost, stolen, destroyed or used without your permission. We cannot trace them or refund them.

5. Fraud

YPL will have the right to close guest accounts and request alternative forms of payment if YPL believes such Gift Card has been fraudulently obtained.

6. Not for promotional use

YPL Gift Cards may be used as personal or business gifts, but may not be used in connection with any marketing, advertising or other promotional activities (including without limitation via Web sites, Internet advertisements, email, telemarketing, direct mail, newspaper and magazine advertisements, and radio and television broadcasts.)

7. No affiliation with YPL

Use of YPL's name, logo, trade dress (including any image/likeness of the cards) or trademarks in connection with the purchase or use of YPL Gift Cards is strictly prohibited. Furthermore, the use of YPL Gift Cards in any manner that states or implies that any person, Website, business, product or service is endorsed or sponsored by, or otherwise affiliated with YPL.

8. Limitation of Liability

YPL MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO GIFT CARDS, INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT A GIFT CARD CODE IS NON-FUNCTIONAL, YOUR SOLE REMEDY, AND OUR SOLE LIABILITY, SHALL BE THE REPLACEMENT OF SUCH GIFT CARD. CERTAIN LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU.

9. Disputes

Any dispute relating in any way Gift Cards in which the aggregate total claim for relief sought on behalf of one or more parties shall be adjudicated in the province of British Columbia and the federal laws of Canada and you consent to exclusive jurisdiction and venue in such courts.

10. General Terms

When you purchase, receive or redeem a YPL Gift Card, you agree that the laws of the province of British Columbia and the federal laws of Canada, without regard to principles of conflict of laws, will govern these Gift Card Terms and Conditions. YPL reserves the right to change the Gift Card Terms and Conditions from time to time in its discretion. All Gift Card Terms and Conditions are applicable to the extent permitted by law.

Questions or Concerns

If you have any concerns about material which appears on this Website, please contact us by emailing us at: info@ozypl.com.au or by writing to us at:

YPL Australia

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