

## NEST TERMS & CONDITIONS OF USE

### 1. About the Website

- (a) Welcome to [www.nestshop.com.au](http://www.nestshop.com.au) (**Website**). The Website allows you to access and use the Nest Shop (**Services**).
- (b) The Website is operated by Nest Shop Pty Ltd, ACN/ABN 677670423 . Access to and use of the Website, or any of its associated products or Services, is provided by Nest Shop Pty Ltd. Please read these terms and conditions (**Terms**) carefully. By using, browsing and/or reading the Website, this signifies that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Website, or any of Services, immediately.
- (c) Nest Shop Pty Ltd reserves the right to review and change any of the Terms by updating this page at its sole discretion. When Nest Shop Pty Ltd updates the Terms, it will use reasonable endeavours to provide you with notice of updates to the Terms. Any changes to the Terms take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of the Terms for your records.

### 2. Acceptance of the Terms

You accept the Terms by remaining on the Website. Where the option is available in the user interface, you may also accept the Terms by clicking to accept or agree to the Terms.

### 3. About the Service

- (a) Nest Shop is an AI-powered visual search and furniture discovery platform.
- (b) Free accounts are currently offered. You acknowledge and agree that the accounts offered, as well as the account features may change from time to time, and may be governed by separate terms which apply specific to the account. Where special account-specific terms apply, you will be informed, and must accept those terms before you are given such an account. For the avoidance of doubt these Terms apply unless otherwise agreed or amended by account-specific terms.
- (c) Some accounts may be governed by a separate Software Licensing Agreement with Nest Shop Pty Ltd, which may amend the terms of use. For the avoidance of doubt these Terms apply unless otherwise agreed or amended by the terms of an applicable Software Licensing Agreement.

### 4. Acceptable use of the Service

- (a) Nest Shop, its related features, and website must only be used lawfully. Nest Shop Pty Ltd reserves the right to suspend, cancel, or otherwise deny access to users and accounts who use the service:

- (i) To engage in any act that would disrupt the access, availability, and security of Nest Shop and other Nest Shop Pty Ltd services, including but not limited to:
  - (A) Tampering with, reverse-engineering, or hacking our servers or algorithms.
  - (B) Modifying, disabling, or compromising the performance Nest Shop or other Nest Shop Pty Ltd services.
  - (C) Overwhelming, or attempting to overwhelm our infrastructure by imposing an unreasonably large load on our systems that consume extraordinary resources.
  - (D) Compromising the integrity of our system, including probing, scanning and testing the vulnerability of our system unless expressly permitted by Nest Shop Pty Ltd.
- (b) For any illegal purpose, or to violate any laws, including and without limitation to data, privacy, and export control laws.
- (c) To stalk, harass or threaten users and any member of the public.
- (d) To misrepresent or defraud any user or member of the public through phishing, spoofing, manipulating headers or other identifiers, impersonating anyone else, or falsely implying any sponsorship or association with Nest Shop Pty Ltd or any third party
- (e) To access or search any part of the Service, or any other Service owned by Nest Shop Pty Ltd other than our publicly supported interface, or otherwise allowed for in an applicable Software Licensing Agreement.
- (f) To post, upload, share, or otherwise circulate content in violation of Nest Shop's content policy

## **5. Security and Data Privacy**

Nest Shop Pty Ltd takes your privacy seriously and information provided through your use of the Website and/or Services are subject to Nest Shop Pty Ltd's Privacy Policy, which is available on the Website. The Privacy Policy also addresses Nest Shop Pty Ltd's processes, policies, and obligations in respect of Nest Shop security breaches.

## **6. Data Use**

Nest Shop Pty Ltd collects, stores, and processes your data on Nest Shop. The data is used to provide Services to you, as well as to facilitate Nest Shop Pty Ltd's business operations. The Privacy Policy outlined how your data is collected, stored, and processed by Nest Shop Pty Ltd. The Privacy Policy also addresses Nest Shop Pty Ltd's processes, policies, and obligations in respect of data encryption and removal requests.

You acknowledge and consent that any images, furniture data, or visual content you upload to Nest Shop will be processed using artificial intelligence and machine learning technologies to provide furniture recommendations and visual search results. This processing includes, but is not

limited to: (i) automated analysis of image characteristics, (ii) pattern matching against furniture databases, and (iii) generation of similarity scores for recommendations. While Nest Shop Pty Ltd employs advanced technologies to ensure accuracy, you understand that recommendations are algorithmic in nature and may not always precisely match your preferences.

## **7. Registration and Account Access**

- (a) The Services are available to both registered and unregistered users. Registration is free and provides access to additional features that may not be available to unregistered users. Upon registration, you will be considered a registered user ('Registered User').
- (b) To access certain features of the Services, you will need to register for an account through the Website (Account).
- (c) As part of the registration process, or as part of your continued use of the Services, you may be required to provide personal information about yourself (such as identification or contact details), including but not limited to name, email address, date of birth.
- (d) You warrant that any information you give to Nest Shop Pty Ltd in the course of completing the registration process will always be accurate, correct and up to date.
- (e) Once you have completed the registration process, you will be a registered user of the Website and agree to be bound by the Terms ("User"). You will be granted immediate access to the additional features available to Registered Users.
- (f) You may not use the Services and may not accept the Terms if:
  - (i) you are not of legal age to form a binding contract with Nest Shop Pty Ltd; or
  - (ii) you are a person barred from receiving the Services under the laws of Australia or other countries including the country in which you are resident or from which you use the Services

## **8. Copyright and Intellectual Property**

- (a) The Website, the Services and all of the related products of Nest Shop Pty Ltd are subject to copyright. The material on the Website is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the Services and compilation of the Website (including but not limited to text, graphics, logos, button icons, video images, audio clips, Website code, scripts, design elements and interactive features) or the Services are owned or controlled for these purposes, and are reserved by Nest Shop Pty Ltd or its contributors.
- (b) All trademarks, service marks and trade names are owned, registered and/or licensed by Nest Shop Pty Ltd, who grants to you a worldwide, non-exclusive, royalty-free, revocable license whilst you are a User to:
  - (i) use the Website pursuant to the Terms;
  - (ii) copy and store the Website and the material contained in the Website in your device's cache memory; and

- (iii) print pages from the Website for your own personal and non-commercial use.
- (c) Nest Shop Pty Ltd does not grant you any other rights whatsoever in relation to the Website or the Services. All other rights are expressly reserved by Nest Shop Pty Ltd.
- (d) Nest Shop Pty Ltd retains all rights, title and interest in and to the Website and all related Services. Nothing you do on or in relation to the Website will transfer any:
  - (i) business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright, or
  - (ii) a right to use or exploit a business name, trading name, domain name, trade mark or industrial design, or
  - (iii) a thing, system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a thing, system or process), to you.
- (e) You may not, without the prior written permission of Nest Shop Pty Ltd and the permission of any other relevant rights owners: broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Services or third party Services for any purpose, unless otherwise provided by these Terms. This prohibition does not extend to materials on the Website, which are freely available for re-use or are in the public domain.
- (f) By uploading or submitting furniture images to the Website, you grant Nest Shop Pty Ltd a worldwide, non-exclusive, royalty-free license to use, reproduce, modify, adapt, and process such images for the purpose of providing and improving the visual search Services. While you retain ownership of your uploaded images, you warrant that you have all necessary rights to grant this license and that such uploads do not infringe any third party's intellectual property rights. Nest Shop Pty Ltd reserves the right to use these images for training and improving its visual search algorithms and recommendation systems.

## **9. General Disclaimer**

- (a) Nothing in the Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.
- (b) Subject to this clause, and to the extent permitted by law:
  - (i) all terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms are excluded; and
  - (ii) Nest Shop Pty Ltd will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Services or these Terms

(including as a result of not being able to use the Services or the late supply of the Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.

- (c) Use of the Website and the Services is at your own risk. Everything on the Website and the Services is provided to you "as is" and "as available" without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors and licensors of Nest Shop Pty Ltd make any express or implied representation or warranty about the Services or any products or Services (including the products or Services of Nest Shop Pty Ltd) referred to on the Website. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:
- (i) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;
  - (ii) the accuracy, suitability or currency of any information on the Website, the Services, or any of its Services related products (including third party material and advertisements on the Website);
  - (iii) costs incurred as a result of you using the Website, the Services or any of the products of Nest Shop Pty Ltd; and
  - (iv) the Services or operation in respect to links which are provided for your convenience.
  - (v) the content, privacy practices, or security measures of any third-party websites linked to or from the Website, including but not limited to the accuracy of information, quality of products or services, changes to linked external content, or any loss or damage arising from your access to or use of such external websites;

## **10. External Links Disclaimer**

- (a) The Website and Services may include links to external third-party websites, vendors, or services, such as banners, advertisements, or other features (collectively, "Third-Party Links"). These links are provided for your convenience and do not constitute an endorsement, guarantee, or recommendation by Nest Shop Pty Ltd.
- (b) We do not investigate, monitor, or verify the accuracy, adequacy, validity, reliability, availability, or completeness of any content or services offered by third-party vendors linked through the Website or Services.
- (c) Nest Shop Pty Ltd does not warrant, endorse, guarantee, or assume responsibility for:
  - (i) The accuracy or reliability of any information provided by third-party vendors or websites.

- (ii) The quality, safety, legality, or suitability of any products, services, or content offered by third-party vendors.
- (d) Any interactions, transactions, or agreements between you and third-party vendors are strictly between you and the third party. Nest Shop Pty Ltd will not be a party to or in any way responsible for monitoring or resolving disputes arising from such interactions.
- (e) Accessing or using Third-Party Links is entirely at your own risk. We strongly encourage you to review the terms, policies, and practices of any third-party websites or vendors before engaging with their content or services.

## **11. Limitation of Liability**

- (a) Nest Shop Pty Ltd's total liability arising out of or in connection with the Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the resupply of the Services to you.
- (b) You expressly understand and agree that Nest Shop Pty Ltd, its affiliates, employees, agents, contributors and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.

## **12. Termination of Contract**

- (a) The Terms will continue to apply until terminated by either you or by Nest Shop Pty Ltd as set out below.
- (b) If you want to terminate the Terms, you may do so by:
  - (i) not renewing the Subscription prior to the end of the Subscription Period;
  - (ii) providing Nest Shop Pty Ltd with 14 days' notice of your intention to terminate; and
  - (iii) closing your accounts for all of the services which you use, where Nest Shop Pty Ltd has made this option available to you.
- (c) Any notices pursuant to Clause 13.2 above should be sent, in writing, to Nest Shop Pty Ltd via the 'Contact Us' link on our homepage.
- (d) Nest Shop Pty Ltd may at any time, terminate the Terms with you if:
  - (i) you do not renew the Subscription at the end of the Subscription Period;
  - (ii) you have breached any provision of the Terms or intend to breach any provision;
  - (iii) Nest Shop Pty Ltd is required to do so by law;
  - (iv) the provision of the Services to you by Nest Shop Pty Ltd is, in the opinion of Nest Shop Pty Ltd, no longer commercially viable.

- (e) Subject to local applicable laws, Nest Shop Pty Ltd reserves the right to discontinue or cancel your Subscription or Account at any time and may suspend or deny, in its sole discretion, your access to all or any portion of the Website or the Services without notice if you breach any provision of the Terms or any applicable law or if your conduct impacts Nest Shop Pty Ltd's name or reputation or violates the rights of those of another party.

### 13. Indemnity

You agree to indemnify Nest Shop Pty Ltd, its affiliates, employees, agents, contributors, third party content providers and licensors from and against:

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

### 14. Dispute Resolution

#### 14.1. Compulsory:

If a dispute arises out of or relates to the Terms, either party may not commence any Tribunal or Court proceedings in relation to the dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sought).

#### 14.2. Notice:

A party to the Terms claiming a dispute (**Dispute**) has arisen under the Terms, must give written notice to the other party detailing the nature of the dispute, the desired outcome and the action required to settle the Dispute.

#### 14.3. Resolution:

On receipt of that notice (**Notice**) by that other party, the parties to the Terms (**Parties**) must:

- (a) Within 28 days of the Notice endeavour in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree;
- (b) If for any reason whatsoever, 28 days after the date of the Notice, the Dispute has not been resolved, the Parties must either agree upon selection of a mediator or request that an appropriate mediator be appointed by the Australian Mediation Association;
- (c) The Parties are equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation and without limiting the foregoing

undertake to pay any amounts requested by the mediator as a precondition to the mediation commencing. The Parties must each pay their own costs associated with the mediation;

(d) The mediation will be held in Sydney, Australia.

#### **14.4. Confidential**

All communications concerning negotiations made by the Parties arising out of and in connection with this dispute resolution clause are confidential and to the extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.

#### **14.5. Termination of Mediation:**

If 2 months have elapsed after the start of a mediation of the Dispute and the Dispute has not been resolved, either Party may ask the mediator to terminate the mediation and the mediator must do so.

### **15. Venue and Jurisdiction**

The Services offered by Nest Shop Pty Ltd is intended to be viewed by residents of Australia. In the event of any dispute arising out of or in relation to the Website, you agree that the exclusive venue for resolving any dispute shall be in the courts of New South Wales.

### **16. Governing Law**

The Terms are governed by the laws of New South Wales. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of New South Wales, Australia without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

### **17. Severance**

If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed and the rest of the Terms shall remain in force.