



# VENUREP

## Terms of Service

Effective Date: 19 May 2026 | Version 1.0

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### 1. Agreement

#### 1.1 Parties

These Terms of Service ("**Terms**" or "**Agreement**") is entered into between **Venurep Pty Ltd** (ABN 20 697 889 900), a company incorporated in Victoria, Australia, **VenuRep**", "**we**", "**us**", or "**our**"), and the individual or entity accepting these Terms ("**Subscriber**", "**User**", "**you**", or "**your**").

#### 1.2 Acceptance

By accessing, browsing, or using the Venurep platform (the "**Platform**"), including the website located at [venurep.com](https://venurep.com) and any associated applications, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you are accepting on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that entity to these Terms.

If you do not agree to these Terms, you must not access or use the Platform.

We reserve the right to amend these Terms in accordance with any requirements set out in these Terms, and unless stated otherwise, any change to these Terms shall take effect immediately.

You are responsible for ensuring you are familiar with our latest Terms, and we recommend you read these Terms on each occasion prior to accessing this Platform.

These Terms supersede any prior agreements and undertakings (whether written or verbal) between you and us.

#### 1.3 Service Description

VenuRep is a business-to-business (B2B) software-as-a-service (SaaS) marketplace that connects food and beverage sales representatives ("**Reps**") with hospitality venues including cafes, restaurants, bars, pubs, and clubs ("**Venues**") across Australia. The Platform enables:

- (a) Venues to set their availability for meetings with Reps and manage booking requests;
- (b) Reps to discover Venues, view available time slots, and book confirmed meetings;
- (c) Automated appointment scheduling, confirmation, and reminder notifications;
- (d) Venue search and discovery by name, location, type, and availability;
- (e) Profile management for both Reps and Venues;
- (f) Rating and review functionality following completed meetings; and
- (g) Related communication, notification, and account management tools.

#### 1.4 Eligibility

To access the Platform you must register and create an VenuRep account. To be eligible, to register an VenuRep account you must:

- (a) be at least 18 years of age;
- (b) review, comply and agree to these Terms and Privacy Policy; and



- (c) not have previously had your VenuRep account suspended for violation of any law or because you have previously contravened any of our policies relating to the use of the Platform.

By registering a VenuRep account, you represent and warrant that you are acting in a business or professional capacity and not as a consumer for personal, domestic, or household use.

## 2. User Accounts

### 2.1 Account Types

The Platform supports two primary account types:

- (a) Venue Accounts: Created by venue owners or authorised managers to manage their venue profile, set meeting availability, accept or decline booking requests, manage venue manager details, and interact with Reps.
- (b) Rep Accounts: Created by sales representatives or their employers to search and discover Venues, book confirmed meeting slots, manage appointments, and maintain a professional profile including company affiliation and supplier type.

### 2.2 Account Registration and Security

When you register for an account, you must provide accurate, current, and complete information as requested during the registration process, and maintain and promptly update your VenuRep account information to keep it accurate, current, and complete.

Where you have provided us with your identity documents, we may use an external partner or other party to verify your identity as required. You acknowledge and agree that all information you provide to us is true, accurate, complete and up to date.

You are responsible for maintaining the confidentiality and security of your VenuRep account and login details and all activities on or via your VenuRep account. You must not share your login credentials with any third party or permit any third party to access the Platform using your credentials.

You must take all reasonable steps to prevent your VenuRep account being misused or otherwise used unlawfully to access or use the VenuRep Service. If you become aware of any unauthorised access to or use of your VenuRep account, you must immediately notify us by email at [info@venurep.com](mailto:info@venurep.com).

### 2.3 One Account Per User

Each individual user is entitled to one VenuRep account only. Corporate subscribers must not permit multiple individuals to share a single Rep account. Where a company requires access for multiple representatives, each representative must hold a separate subscription. VenuRep reserves the right to suspend or terminate accounts where account sharing is detected.

### 2.4 Nominated Persons and Individual Profiles

If a Venue account holder creates individual profiles for staff members (for example, venue managers or other authorised contacts), the VenuRep account holder must not list a particular individual without that individual's express permission.

You acknowledge that only the designated VenuRep account holder, its nominated persons, and the relevant individual will be able to access that individual's profile.



## 2.5 Usage Guidelines

You must comply with the following general Platform guidelines:

- (a) You are responsible for any activity that occurs under your Account.
- (b) You must not engage in abusive, trolling or bullying behaviour. Please share your thoughts and opinions but do so with respect.
- (c) You must not engage, whether alone or with others, in any conduct that may defame or harm the reputation of another person or enterprise.
- (d) You must not use profanity or engage in behaviours that are harmful or deceptive. Our systems and teams will detect this, and you may be banned.
- (e) You must not spam or solicit other users. You cannot contact other users via your VenuRep account to solicit business.
- (f) You must not impersonate others and you must not create a VenuRep account for someone else unless you have their express permission.
- (g) You must not do anything unlawful, misleading or fraudulent or for an illegal or unauthorised purpose.
- (h) You must not violate (or help or encourage others to violate) these Terms or our policies.
- (i) You must not do anything to interfere with or impair the intended operation of the VenuRep Services. This includes misusing any reporting, dispute or appeals channel, such as by making fraudulent or groundless reports or appeals.
- (j) You must not attempt to create VenuRep accounts or access, collect, post or share information in unauthorised ways. This includes creating VenuRep accounts or collecting information in an automated way or via the use of bots without our express permission.
- (k) You must not sell, licence or purchase any VenuRep account or data obtained from us or the VenuRep Services unless obtained directly from us. This includes attempts to buy, sell or transfer any aspect of your VenuRep account (including your username); solicit, collect or use login credentials of other users; or request or collect VenuRep usernames, passwords or misappropriate access tokens.
- (l) You will not post someone else's private or confidential information without permission or do anything that violates someone else's rights, including intellectual property rights (e.g. copyright infringement, trade mark infringement, counterfeit or pirated goods). You represent that you own or have obtained all necessary rights to the content you post or share.
- (m) You will not modify, translate, create derivative works of or reverse engineer our products or their components.
- (n) You must not repurpose any of VenuRep's original content or the content of third-party partners without our or their express permission.
- (o) You must not transmit any worms or viruses or any code of a destructive nature.
- (p) You must only use the Platform (and view any content on the Platform) in accordance with applicable laws, rules, regulations and other applicable restrictions.

Except as expressly authorised under these Terms or with our express written consent, you must not download, modify, copy, distribute, transmit, re-transmit, reproduce, display, perform, publish, license, decompile, reverse engineer, create derivative works from or offer for sale or use (except as expressly authorised under these Terms) any content, software or any works, subject matter, data, information or other material contained on, comprising, or obtained from or through the Platform or your VenuRep account.



## 2.6 Permissions

We do not claim ownership of your user generated content, but you grant us a licence to use it. acceptance of the Terms does not alter your rights to your content.

We do not claim ownership of the content that you post on or through the Platform and you are free to share your content with anyone else, wherever you choose. However, we need certain legal permissions from you (known as a “licence”) to provide the Platform.

When you share, post or upload content that is covered by intellectual property rights on or in connection with the Platform, you hereby grant to us a non-exclusive, royalty-free, transferable, sub-licensable, worldwide licence to host, use, distribute, modify, run, copy, publicly perform or display, translate and create derivative works of your content. This licence will end when your content is deleted from our systems. You can delete content individually or all at once by deleting your VenuRep account. Deleted personal information is only kept for 7 days.

## 3. Subscriptions, Pricing, and Payment

### 3.1 Venue Accounts

Venue registration and use of the Platform is provided free of charge. Venues are not required to pay any subscription fee to list their availability, manage bookings, or use any standard Venue features on the Platform.

### 3.2 Rep Subscription Tiers

Reps may access the Platform under the following subscription tiers, as updated on the Platform from time to time:

- (a) Free Tier: Limited access with a capped number of appointments per month.
- (b) Basic Tier: Paid monthly subscription providing expanded booking access.
- (c) Premium Tier: Paid monthly subscription providing unlimited booking access and additional features, including priority notification alerts when venue slots become available or are cancelled.

Specific pricing, feature inclusions, and any promotional offers are displayed on the Platform's plans page and may be varied by VenuRep from time to time in accordance with clause 3.5.

### 3.3 Billing and Payment

All paid subscriptions are billed in advance on a monthly or annual recurring basis, as selected by the Subscriber at the time of sign-up. By providing a valid payment method, you authorise VenuRep (or its third-party payment processor) to charge the applicable subscription fee to your payment method on each billing cycle. All amounts are stated and payable in Australian Dollars (AUD) and are inclusive of GST unless otherwise stated.

You are responsible for reviewing our fee structure carefully before signing up for this Platform.

Your monthly charges shall automatically continue until you cancel your subscription with us. You accept responsibility for all recurring fees and charges prior to cancellation.

### 3.4 Cancellation and Refunds

You may cancel your paid subscription at any time by logging into your VenuRep account and following the cancellation procedure within the Platform. If you cancel your monthly subscription, your cancellation will take effect from the next monthly billing cycle. Upon cancellation:



- (a) Your subscription will remain active until the end of the current billing period;
- (b) You will not be charged for subsequent billing periods; and
- (c) No pro-rata refunds will be issued for the unused portion of a billing period, except where required by the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010 (Cth)).

Nothing in this Agreement excludes, restricts, or modifies any consumer guarantee, right, or remedy conferred on you by the Australian Consumer Law or any other applicable law that cannot be excluded, restricted, or modified by agreement.

### 3.5 Price Changes

VenuRep may vary subscription pricing from time to time. We will provide you with at least 30 days' written notice (either by email or in-Platform notification) before any price increase takes effect. Your continued use of the Platform after a price change constitutes acceptance of the new pricing. If you do not agree to a price increase, you must cancel your subscription before the new pricing takes effect.

### 3.6 Promotional Pricing

From time to time, VenuRep may offer promotional pricing, including discounted rates, free trial periods, or founding member offers. The specific terms, eligibility criteria, and duration of any promotional offer will be communicated at the time of the offer. Unless otherwise stated, promotional pricing applies for a limited period only, after which standard pricing will apply automatically.

## 4. Acceptable Use

### 4.1 Permitted Use

You may access and use the Platform solely for your internal business purposes in connection with scheduling and managing sales meetings between Reps and Venues within the Australian hospitality industry.

### 4.2 Prohibited Conduct

You must not, and must not permit any third party to:

1. Use the Platform for any unlawful purpose or in contravention of any applicable law or regulation, including the Competition and Consumer Act 2010 (Cth), the Spam Act 2003 (Cth), and the Privacy Act 1988 (Cth);
2. Use the Platform for any purpose that is anticompetitive, misleading, or deceptive in contravention of the Competition and Consumer Act 2010 (Cth);
3. Provide false, misleading, or inaccurate information in connection with your VenuRep account, profile, or any communication on the Platform;
4. Impersonate any person or entity, or falsely state or misrepresent your identity, affiliation, or authority;
5. Use the Platform to spam, harass, abuse, threaten, or intimidate any other user;
6. Scrape, harvest, data mine, or use any automated tool, robot, spider, or similar technology to access, extract, or collect data from the Platform, including venue manager contact details, email addresses, or any other personal information;
7. Reproduce, distribute, publicly display, or commercially exploit any content from the Platform without prior written consent from VenuRep;



8. Use venue manager or contact details obtained through the Platform for any purpose other than facilitating confirmed meetings booked through the Platform, including unsolicited marketing, cold calling, or resale to third parties;
9. Upload or transmit any malicious code, virus, worm, Trojan horse, or other harmful software;
10. Attempt to gain unauthorised access to, interfere with, damage, or disrupt any part of the Platform, its servers, or any database connected to the Platform;
11. Attempt to decompile, reverse engineer, disassemble, or otherwise derive the source code of any software forming part of the Platform;
12. Use the Platform on behalf of, or to provide services to, third parties without VenuRep's prior written consent;
13. Resupply any data or material accessed through the Platform to any third party; or
14. Engage in any conduct that, in VenuRep's reasonable opinion, brings the Platform or its users into disrepute.

### 4.3 Confidentiality of Platform Data

You must keep all material accessed through the Platform confidential and must not disclose any material accessed through the Platform to a third party without the prior written consent of VenuRep, unless required by law. This obligation extends to, without limitation, venue contact details, booking data, user information, and all other data accessed via the Platform.

## 5. Intellectual Property

### 5.1 VenuRep's Intellectual Property

VenuRep retains all right, title, and interest in and to the Platform, including all software, designs, logos, trademarks, trade names, service marks, domain names, content, databases, algorithms, and all modifications or derivative works thereof. This includes all intellectual property (including without limitation copyrights, patents, trade secrets, and other intellectual property rights, whether registered or unregistered). Nothing in this Agreement is intended to transfer any intellectual property rights in the Platform to you or any other third party.

VenuRep is a trade mark of VenuRep Pty Ltd, and VenuRep's graphics and logos are trade marks of VenuRep Pty Ltd. VenuRep's trade marks may not be used in conjunction with any product or service other than the Platform and VenuRep Services. All other trade marks that appear on the VenuRep website and/or the apps that are not owned by us are the property of their respective owners.

### 5.2 User Content

You retain all right, title, and interest in any content you upload, submit, or provide to the Platform ("**User Content**"), including venue listings, profile information, photos, and ratings.

By submitting User Content, you grant VenuRep a non-exclusive, worldwide, royalty-free, transferable, sublicensable licence to use, copy, distribute, translate, modify, create derivative works of, distribute, publicly display, and otherwise exploit your User Content solely for the purpose of providing, maintaining, and improving the Platform and the services offered through it. This licence will end when your User Content is deleted from our systems. You can delete content individually or all at once by deleting your VenuRep account.

We may, at our absolute discretion, remove any content or information that you share on the VenuRep services if we believe that it violates these Terms, our policies or we are permitted or required to do so by law. We may refuse to provide or stop providing all or part of the VenuRep services to you (including terminating or disabling your account) immediately to protect our community or services, or if you create risk or legal exposure for us, violate these Terms or our policies, if you



repeatedly infringe other people's intellectual property rights, or where we are permitted or required to do so by law.

We may also terminate or change the Platform, remove or block content or information shared on the Platform or stop providing all or part of the VenuRep services if we determine that doing so is reasonably necessary to avoid or mitigate adverse legal or regulatory impacts on us. If we take action to disable or terminate your account, we will notify you where appropriate. If you believe that your account has been terminated in error, or you want to disable or permanently delete your VenuRep account, you may contact us at [info@venurep.com](mailto:info@venurep.com). Content that is deleted may persist for a limited period in backup copies and may still be visible to others on the Platform.

### 5.3 Platform Data

VenuRep owns all right, title, and interest in any data generated by or through the Platform that is not User Content ("**Platform Data**"), including aggregated and anonymised data, usage statistics, analytics, insights, and reports. VenuRep may use Platform Data for any purpose, including improving the Platform, developing new products and services, and marketing.

### 5.4 Feedback

If you provide Venurep with any suggestions, ideas, enhancement requests, or other feedback regarding the Platform ("Feedback"), you assign to Venurep all right, title, and interest in such Feedback. Venurep may use Feedback for any purpose without restriction or compensation to you.

## 6. Venue-Specific Terms

### 6.1 Venue Availability

By registering a Venue account, you agree to set and maintain meeting availability through the Platform. Venues must use best endeavours to maintain at least one open time slot at all times while their account is active. You may update your availability at any time through your Venurep account settings. Where a Venue is temporarily closed or unavailable for meetings (including due to holidays, seasonal closure, or staffing changes), you must update your availability settings accordingly to reflect that no meeting slots are available during that period. Where a Venue needs to cancel a confirmed booking, the Venue must provide the relevant Rep with as much notice as reasonably practicable prior to the scheduled meeting time. Cancellations must be effected through the Platform where possible.

### 6.2 Venue Manager Contact Details

Venue manager names and direct contact details provided to the Platform are treated as confidential information. These details are only visible to the venue owner and their authorised nominated persons, for their own venue; and authenticated Rep subscribers with an active paid subscription who hold a confirmed booking with the relevant venue.

By providing venue manager contact details, you acknowledge and consent to this controlled disclosure for the sole purpose of facilitating confirmed meetings booked through the Platform. Venurep does not sell venue manager contact details and prohibits any use of such details outside the scope of confirmed bookings.

### 6.3 Auto-Accept

Venues may elect to enable an auto-accept feature during registration or via their Venurep account settings, whereby incoming booking requests from Reps are automatically confirmed. You may



disable auto-accept at any time through your Venurep account settings. Venurep is not liable for any meeting confirmed via auto-accept.

## **7. Rep-Specific Terms**

### **7.1 Subscription Obligations**

As a Rep subscriber, you must:

1. Use the Platform only for the purpose of scheduling legitimate business meetings with Venues;
2. Attend or provide reasonable notice of cancellation for all confirmed meetings;
3. Not use contact details obtained through the Platform for any purpose unrelated to a confirmed booking;
4. Maintain accurate and current profile information, including your name, company, contact number, and supplier type; and
5. Conduct yourself professionally in all interactions with Venues facilitated through the Platform.

### **7.2 Ratings and Reviews**

Reps may be invited to rate and review Venues following completed meetings. All ratings and reviews must be honest, accurate, and based on genuine experience. Venurep reserves the right to remove any rating or review that it reasonably considers to be false, misleading, defamatory, or in breach of these Terms.

## **8. Data Protection and Privacy**

Venurep collects and processes personal information in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles (APPs). Our collection, use, storage, and disclosure of personal information is governed by our Privacy Policy, which forms part of this Agreement. By using the Platform, you consent to the collection and use of your information as described in the Privacy Policy.

### **8.1 Data Return and Deletion**

Upon termination or expiry of this Agreement, Venurep will, within 30 days and at the Subscriber's request, make available for download or transfer all User Content in a commonly used and machine-readable format. Venurep will then delete all copies of the User Content from its systems, unless retention is required by law.

### **8.2 Change of Control**

In the event of a merger, acquisition, or sale of all or substantially all of Venurep's assets, Venurep may transfer User Content and Platform Data to the acquiring entity, provided that the acquiring entity agrees to be bound by the terms of this Agreement, including the provisions regarding data protection and confidentiality.

## **9. Disclaimers and Warranties**

### **9.1 Platform Provided "As Is"**

To the maximum extent permitted by law, the Platform is provided on an "as is" and "as available" basis. Except for any guarantees, conditions, warranties, or rights that cannot be excluded or limited



under the Australian Consumer Law, VenuRep makes no representations or warranties of any kind, whether express, implied, statutory, or otherwise, including any implied warranties of merchantability, fitness for a particular purpose, title, or non-infringement.

## **9.2 Scheduled Maintenance**

VenuRep will use reasonable endeavours to provide Rep subscribers with at least 48 hours' prior notice of any scheduled maintenance that is reasonably likely to result in material interruption to the Platform. Notice will be given by email to the address associated with your account or by in-Platform notification.

VenuRep will use reasonable endeavours to schedule maintenance outside of peak business hours (being 8:00am to 6:00pm AEST/AEDT on Business Days), where practicable.

This clause does not apply to emergency maintenance required to address security vulnerabilities, critical defects, or circumstances beyond VenuRep's reasonable control. VenuRep will endeavour to provide such notice as is reasonably practicable in those circumstances.

Nothing in this clause creates any obligation on VenuRep to achieve any particular level of uptime or availability, and clause 9.2 continues to apply.

## **9.3 No Guarantee of Availability**

VenuRep does not warrant that the Platform will be uninterrupted, error-free, secure, or available at any particular time. The Platform may be unavailable from time to time due to maintenance, updates, or circumstances beyond our reasonable control.

## **9.4 No Endorsement**

VenuRep does not endorse, verify, or guarantee the identity, qualifications, products, services, or representations of any user, whether Venue or Rep. You are solely responsible for evaluating the suitability of any user you interact with through the Platform.

## **9.5 Accuracy of Data**

Data available through the Platform may not be error-free. VenuRep makes no representation and gives no warranty that the Platform will contain any particular data or function in any particular way. Users are responsible for verifying the accuracy of any information obtained through the Platform.

# **10. Limitation of Liability**

## **10.1 Exclusion of Consequential Loss**

To the maximum extent permitted by law, VenuRep will not be liable to you for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits, revenue, data, goodwill, or business opportunity, arising out of or in connection with this Agreement or your use of the Platform, regardless of the cause of action or the theory of liability (including contract, tort, negligence, strict liability, or otherwise), even if VenuRep has been advised of the possibility of such damages.

## **10.2 Cap on Liability**

To the maximum extent permitted by law, VenuRep's total aggregate liability to you under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the total amount paid by you to VenuRep in the 12 months immediately preceding the event giving rise to the claim.



### 10.3 Australian Consumer Law

Nothing in this Agreement excludes, restricts, or modifies any guarantee, right, or remedy conferred on you by the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010 (Cth)) or any other applicable law that cannot be excluded, restricted, or modified by agreement. If Venurep is liable to you under a non-excludable consumer guarantee, Venurep's liability is limited (to the extent permitted by law) to, at Venurep's election: (a) re-supplying the services; or (b) paying the cost of having the services re-supplied.

## 11. Indemnification

You indemnify us and our shareholders, directors, officers, employees, suppliers, content partners and licensors (each an "indemnified party") from and against any loss, damage, liability, costs, expenses or other liability the indemnified party suffers or incurs arising out of or in connection with any claim or demand against us by you or any person other than you, which arises from or is connected with:

1. Your breach of this Agreement;
2. Your use of the Platform;
3. Your User Content (including in connection with any content, information or other material posted on the Platform, or any other information you provide to us unless the loss, damage, liability, cost, expense or other liability is caused by the relevant indemnified party's wilful default or gross negligence);
4. Your violation of any applicable law, regulation, or third-party right; or
5. Any claim arising from your negligence or wilful misconduct.

## 12. Term and Termination

### 12.1 Term

This Agreement commences on the date you first access or use the Platform and continues until terminated in accordance with this clause 12.

### 12.2 Termination by You

You may terminate this Agreement at any time by closing your Venurep account through the Platform settings or by written notice to [info@joinvenurep.com](mailto:info@joinvenurep.com).

### 12.3 Termination by Venurep

Venurep may suspend or terminate your Venurep account and access to the Platform, in whole or in part, immediately and without prior notice if:

1. You breach any material term of this Agreement;
2. You engage in prohibited conduct as described in this Agreement;
3. Your Venurep account is the subject of suspected fraudulent, abusive, or illegal activity;
4. Venurep is required to do so by law, regulation, or order of a court or government authority; or
5. Venurep decides to discontinue the Platform or any part of it.

### 12.4 Termination for Convenience

Either party may terminate this Agreement at any time for convenience by 30 days' written notice to the other party.



## 12.5 Effect of Termination

Upon termination: (a) your right to access and use the Platform ceases immediately; (b) any outstanding fees remain payable; and (c) clauses that by their nature should survive termination will survive, including clauses 4.3 (Confidentiality), 5 (Intellectual Property), 10 (Limitation of Liability), 11 (Indemnification), and 15 (Governing Law).

## 12.6 Data Deletion

Following termination, Venurep will retain your data for a period of 30 days to allow you to request export of your User Content. After 30 days, your data will be deleted from our systems unless retention is required by law.

# 13. Dispute Resolution

## 13.1 Negotiation

Any dispute arising out of or in connection with this Agreement must first be the subject of good faith negotiation between the parties. The party raising the dispute must notify the other party in writing within 10 business days of the event giving rise to the dispute. The other party must respond and enter good faith negotiations within 10 business days of receipt of the notice.

## 13.2 Mediation

If the dispute cannot be resolved through negotiation within 30 days, either party may refer the dispute to mediation administered by the Resolution Institute (or its successor) in accordance with its mediation rules then in effect. The mediation will take place in Melbourne, Victoria, unless otherwise agreed.

## 13.3 Litigation

If the dispute cannot be resolved through mediation, the parties irrevocably submit to the exclusive jurisdiction of the courts of Victoria, Australia, and any courts entitled to hear appeals from those courts.

# 14. Force Majeure

Neither party will be liable for any failure or delay in performing its obligations under this Agreement to the extent that such failure or delay is directly caused by a Force Majeure Event, being any event beyond the reasonable control of the affected party, including acts of God, fire, flood, earthquake, epidemic, pandemic, war, terrorism, riot, strikes, lockouts, failure of public utilities, or interruption or failure of telecommunications or internet services.

The affected party must promptly notify the other party in writing of the Force Majeure Event and its expected duration and must use reasonable efforts to mitigate its effects. If a Force Majeure Event prevents a party from substantially performing its obligations for a continuous period of 30 days, either party may terminate this Agreement by giving 7 days' written notice.

# 15. Governing Law and Jurisdiction

This Agreement is governed by and construed in accordance with the laws of the State of Victoria and the Commonwealth of Australia. The parties irrevocably submit to the exclusive jurisdiction of the courts of Victoria, Australia. A notice under this Agreement may be given by email to the email



address associated with the relevant party's account, or to [info@joinvenurep.com](mailto:info@joinvenurep.com) for notices to Venurep.

## **16. General Provisions**

### **16.1 Entire Agreement**

This Agreement, together with the Privacy Policy and any other policies or documents expressly incorporated by reference, constitutes the entire agreement between you and Venurep with respect to your use of the Platform and supersedes all prior or contemporaneous communications, proposals, and agreements, whether oral or written.

### **16.2 Amendments**

Venurep may amend this Agreement from time to time by making the amended terms available on the Platform. We will notify you of any material changes by email or in-Platform notification at least 14 days before the changes take effect. Your continued use of the Platform after the effective date of any amendment constitutes your acceptance of the amended terms. If you do not agree to the amended terms, you must cease using the Platform and close your Venurep account.

### **16.3 Assignment**

You must not assign, transfer, or delegate this Agreement or any of your rights or obligations under it without the prior written consent of Venurep. Venurep may assign this Agreement or any of its rights or obligations under it to a third party, including in connection with a merger, acquisition, or sale of all or substantially all of its assets, without your consent.

### **16.4 Severability**

If any provision of this Agreement is held to be invalid, illegal, or unenforceable under the law of any jurisdiction, that provision will be deemed severable and the remaining provisions will continue in full force and effect. If a severable provision would materially affect the nature or effect of the parties' obligations, the entire provision will be unenforceable in that jurisdiction.

### **16.5 Waiver**

No waiver of any breach or default under this Agreement will be deemed a waiver of any preceding or subsequent breach or default. A waiver must be in writing and signed by the party granting it.

### **16.6 No Contra Proferentem**

No provision of this Agreement will be construed adversely against a party solely because that party was responsible for preparing this Agreement or that provision.

### **16.7 Relationship of the Parties**

Nothing in this Agreement creates a partnership, joint venture, agency, or employment relationship between you and Venurep. Neither party has authority to bind the other.

### **16.8 Platform Updates**

Venurep may from time to time make changes, improvements, or updates to the Platform. Venurep will use reasonable efforts to notify users of any material changes. You acknowledge that Venurep has no obligation to provide any specific updates or upgrades.



## 17. Definitions

In this Agreement:

1. "Australian Consumer Law" means Schedule 2 of the Competition and Consumer Act 2010 (Cth).
2. "Business Day" means a day that is not a Saturday, Sunday, or public holiday in Victoria, Australia.
3. "Confidential Information" means any information disclosed by one party to the other, whether orally, in writing, or electronically, that is marked as confidential or would reasonably be considered confidential, including trade secrets, financial information, user data, business plans, and proprietary technology.
4. "Force Majeure Event" has the meaning given in clause 14.
5. "GST" means the goods and services tax imposed under the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
6. "Intellectual Property Rights" means all intellectual and industrial property rights, whether registered or unregistered, throughout the world, including copyrights, patents, trademarks, trade secrets, and other proprietary rights.
7. "Personal Information" has the meaning given to it in section 6 of the Privacy Act 1988 (Cth).
8. "Platform" means the online platform operated by Venurep, accessible at [venurep.com](https://venurep.com), and all associated applications, features, and functionalities. The terms "Platform" and "Service" may be used interchangeably.
9. "Platform Data" means any data generated by or through the Platform that is not User Content, including aggregated, anonymised, and derived data.
10. "Privacy Act" means the Privacy Act 1988 (Cth), as amended from time to time.
11. "Privacy Laws" means the Privacy Act 1988 (Cth), the Australian Privacy Principles, any approved privacy codes, and all other applicable laws relating to privacy or confidentiality of Personal Information.
12. "Rep" means a food and beverage sales representative or their employer who creates a Rep Account on the Platform.
13. "Subscriber" means any person or entity that registers for an Venurep account on the Platform.
14. "User Content" means any data, information, or materials uploaded, submitted, or provided by a user to the Platform.
15. "Venue" means a hospitality venue (including a cafe, restaurant, bar, pub, or club) that creates a Venue Account on the Platform.

## 18. Contact Information

If you have questions about these Terms, please contact us:

**Email:** [info@venurep.com](mailto:info@venurep.com)

**Website:** [venurep.com](https://venurep.com)

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