

Merchant Terms and Conditions

These terms and conditions specify the terms of the contract between Gonogo Inc. and the Merchant Venue named in the Sign-Up Form ("Merchant Venue"), pursuant to which the Merchant Venue may use the Gonogo service. If the Merchant Venue does not accept these terms and conditions (including following any amendment to these terms and conditions), the Merchant Venue must immediately cease use of the Service and notify Gonogo in writing.

By using the Service, the Merchant Venue agrees to be legally bound by the Agreement (as varied from time to time), and to comply with all Gonogo policies, including the Gonogo Privacy Policy (both of which are located at gonogorater.com/privacy_policy).

1. General

1.1 The Service provides mobile app-based promotion, order communication and payment collection facilities for Venues that offer food and beverage to their customers.

1.2 The Merchant Venue wishes to publish its Menus, receive Customer orders for Venue Products, and enable Customer electronic payment for Venue Products at the time of order placement by a Customer, by means of the Service.

1.3 This Agreement specifies the terms on which Gonogo makes available, and Customer will use, the Service.

2. Definitions and Interpretation

2.1 In this Agreement:

"Agreement" means this Merchant Venue Agreement (as amended or updated from time to time), including the Subscription Plan and these terms and conditions.

"Gonogo Service Fee" means the monthly Fee payable by the Merchant Venue to Gonogo for the Service as detailed in the Subscription Plan.

"Gonogo Service Fee Start Date" means the first date from which the Gonogo Service Fee is charged to the Merchant Venue, as detailed in the Subscription Plan.

"Chargeback" means a demand by a bank or other credit-card provider, or other provider of electronic payment facilities, for a merchant to make good the loss on a fraudulent or disputed transaction.

"Collected Payments" means all electronic payments collected by Gonogo's Third Party Payment Provider from Customers for Order Prices.

"Customer" means any third-party user of the Service Portals who communicates an Order to the Merchant Venue for the supply of Venue Products.

"Gonogo Funded Voucher" means a Voucher which Gonogo has created where the reduction in Order Price is funded by Gonogo.

"Menu" means a listing of Venue Products that the Merchant Venue will sell to Customers (including the price a Customer must pay to purchase each item of Venue Products) that Gonogo will publish to, and process Orders from, Customers by means of the Service Portals.

"Order" means an offer, communicated by means of the Service, from a Customer to Merchant Venue to purchase Venue Products for the Order Price.

"Order Acceptance" means an acceptance, communicated by the Merchant Venue to a Customer by means of the Services, of such Customer's Order.

"Order Price" means the price a Customer will pay to Merchant Venue for the supply of Venue Products (inclusive of GST and any other applicable taxes), which must be calculated in accordance with pricing specified on the Merchant Venue's Menu.

"Merchant Venue" means an establishment that offers its Goods for sale via Gonogo.

"Merchant Venue Material" includes any material in which Merchant Venue owns or holds intellectual property rights, or which commercially identifies, or can be used to commercially identify, the Merchant Venue, including its name, logos, trademarks, slogans, Menu, names of Venue Products, pricing and location.

"Point of Supply" means the time and location at which Merchant Venue supplies Venue Products to a Customer, which may include the Merchant Venue's business premises (for Venue Products collected by the Customer).

"Venue Products" means any product that Merchant Venue supplies, or makes available for supply, to any Customer, including any type of food or beverage.

"Venue Funded Voucher" means a Voucher which Gonogo has created with the consent of the Merchant Venue, where the reduction in Order Price is funded by the Merchant Venue.

"Service" means the provision of online facilities to enable customers to view Menus, communicate orders for the supply of Venue Products, and process payment for the supply of Venue Products, and associated activities.

"Service Portals" means facilities by which Gonogo makes the Service available to Customers from time to time, including the mobile device applications and websites published by or on behalf of Gonogo.

"Sign Up Form" means a document with the name, address and email of the Merchant Venue that is completed, usually at the time of the Merchant Venue agrees to use Gonogo.

"Subscription Plan" means the terms of purchase agreed by Merchant Venue via the channel used to acquire Gonogo including but not limited to Gonogo recurring Fee, currency of the Gonogo Service Fee and Gonogo Service Fee start date.

"Third Party Payment Provider" means the party or parties with which Gonogo is integrated to process transactions and collect payment from Customer Orders on behalf of Gonogo and Merchant Venues.

"Other Conditions" means any additional terms and conditions agreed to by a Merchant venue for services other than the standard ones, and via additional side agreements.

"Voucher" means a code issued by Gonogo which may be entered into a Service Portal by a Customer when placing an Order that has the effect of reducing the Order Price that would otherwise be payable by the Customer for that Order.

2.2 In this Agreement:

- a. headings to and within clauses are for convenience and reference only and do not form a part of this Agreement and shall not in any way affect the interpretation of this Agreement;
- b. Words importing the singular include the plural and vice versa; and
- c. All monetary references are the currency detailed in the Subscription Plan otherwise specified.

2.3 This Agreement incorporates any Other Conditions, and in the event of any inconsistency between any of these terms and conditions and any Other Conditions, the Other Conditions will prevail to the extent of the inconsistency.

3. Service and availability

3.1 Gonogo is the owner and operator of the Service Portals. The Service Portals allow Customers to order Venue Products listed on Menus from various Merchant Venues.

3.2 Gonogo reserves the right to provide the Services on other Service Portals in the future, without notice to the Merchant Venue.

3.3 The Merchant Venue operates one or more Venue(s), at which the Venue Products are prepared and sold to the public.

3.4 Gonogo will:

- a. make the Service available for use by the public through the Service Portals;
- b. publish the Merchant Venue's Menu on the Service Portals;
- c. process Orders for the Merchant Venue by means of the Service;
- d. communicate Orders to the Merchant Venue by means of the Service;
- e. process and collect electronic payment for Orders from Customers who elect to do so when placing an Order via its Third Party Payment Provider; and
- f. remit Collected Payments to the Merchant Venue, less the value of all Third Party Payment Provider fees and charges.

3.5 The Merchant Venue acknowledges that:

- a. the Service provides a promotional, communication and payment processing facility (via its Third Party Payment Provider) only;
- b. Gonogo is not a producer, supplier or reseller of Venue Products or any food or beverage products;
- c. any contract for the supply of Venue Products is strictly between the Merchant Venue and the Customer, and such contract is formed if and by (and only if and by) the Merchant Venue communicating an Order Acceptance to the Customer;
- d. Gonogo has no responsibility for the fulfilment of Orders or the delivery of Venue Products to Customers; and
- e. Gonogo is integrated with a Third Party Payment Provider that processes and collects proceeds from Customers for Orders. Gonogo does not hold any Collected Payments.

3.6 Gonogo may without notice make changes to or temporarily suspend the operation of the Service Portals should Gonogo deem this necessary.

4. Obligations of Gonogo

4.1 Subject to clause 4.2 below, Gonogo will:

- a. list the Merchant Venue and publish its Menu by means of the Service Portals;
- b. communicate Orders to the Merchant Venue; and
- c. provide reporting on Orders processed via the service.

4.2 Gonogo will use reasonable endeavors to accurately display on the Service Portals information relevant for Customers provided by the Merchant Venue, including the Menu.

4.3 Gonogo has no obligation to list the Merchant Venue, the Menu, or any Merchant Venue Material on the Service Portals if the Merchant Venue fails to supply any Merchant Venue Material or other material that Gonogo reasonably requires in order to supply the Service.

5. Obligations of the Merchant Venue

5.1 The Merchant Venue is responsible for ensuring that at all times it has a functional telephone and, where agreed with Gonogo, a facsimile machine, or means of receiving electronic communication such as email, in order to:

- a. receive notice of Orders;
- b. communicate Order Acceptance to each Customer; and
- c. provide estimates of delivery times for each Order.

5.2 The Merchant Venue must as promptly as possible:

- a. review each Order communicated to it by Gonogo;
- b. communicate Order Acceptance to Customers; and
- c. execute Orders promptly and in accordance with a Customer's reasonable expectations.

5.3 The Merchant Venue is responsible for contacting:

- a. A Customer if an Order cannot be processed or to clarify the details of an Order if required; and
- b. Gonogo, to advise if any Order Price collected by Gonogo must be refunded to a Customer.

5.4 The Merchant Venue acknowledges that:

- a. no contract exists, or at any time will exist, between Gonogo and the Customer for the supply of Venue Products;
- b. that the sole and exclusive obligation to supply Venue Products to the Customer is owed by the Merchant Venue and arises under and solely because of the contract formed by the communication by the Merchant Venue to the Customer of Order Acceptance; and
- c. the Merchant Venue indemnifies Gonogo against any claim or demand made or cost, loss or liability suffered by Gonogo arising directly or indirectly from any failure by a Merchant Venue to meet any of its obligations under its contract to supply Venue Products to the Customer, including without limitation any claim about the adequacy or quality of the Venue Products, or the manner in which the Venue Products is supplied or not supplied to the Customer.

5.5 The Merchant Venue must ensure that the information it provides to Gonogo is current and correct, including, but not limited to, its company and/or business name, address, contact telephone number, manager/contact person details, delivery times, opening hours, Menus and prices, service addresses, and other relevant information, and the Merchant Venue agrees that it:

- a. must immediately notify Gonogo if any information it is required to supply in accordance with this clause changes or becomes inaccurate or incorrect; and
- b. will indemnify Gonogo against any claim, loss, liability or damage arising out of any error or inaccuracy of, or any delay in notifying Gonogo of any change to, any of the information it is required to supply in accordance with this clause.

5.6 The Merchant Venue warrants that it will handle all data and information about Customers that it receives or has access to by means of the Services, including personal information as required by all applicable local laws and regulations:

- a. only for the purposes reasonably required by the Venue to properly complete Orders in accordance with the Customer's reasonable expectations.

5.7 Gonogo reserves the right to:

- a. regularly carry out inspections to ensure compliance with this clause 5; and
- b. immediately suspend or terminate (at Gonogo's sole discretion) the supply of the Service if Gonogo reasonably suspects the Merchant Venue has not complied with any requirement of this clause 5.

6. License to use Merchant Venue Material

6.1 The Merchant Venue grants to Gonogo an unrestricted, Worldwide, royalty-free license during the term of this Agreement to use, Venue Products, modify and adapt all Merchant Venue Material for the purposes of:

- a. inclusion on the Service Portals and as may be otherwise required for the proper supply of the Services; and
- b. the general promotion of the Service and Merchant Venue, including without limitation:
 - i. use of the Venue's Name for internet advertising purposes, including Google Adwords, to support advertising campaigns and domain registrations for the Service Portals and Gonogo; and
 - ii. subject to clause 6.4 or unless otherwise agreed in writing, the registration in the United States of America or any other jurisdiction of domain names incorporating any part of the Merchant Venue Material, or material similar to the Venue Material.
 - iii. the right to register on google maps, google locations or any other third-party directory websites or services.

6.2 For the avoidance of doubt, unless otherwise stated or the parties otherwise agreed in writing, the Merchant Venue acknowledges and agrees that, subject to clause 6.4, Gonogo may use Merchant Venue Material to register a domain name and operate a website in such a way that a Customer may reasonably assume such website is operated by or on behalf of the Merchant Venue, including by using a domain name the same or similar to the business name of the Merchant Venue and diverting website traffic to a Service Portal, and the Merchant Venue explicitly authorizes the operating of such website by Gonogo for the purpose of promoting the sale of Venue Products using the Service.

6.3 Any material the Merchant Venue transmits or submits to Gonogo either through the Service Portals or otherwise ("Communicated Material") shall be considered and may be treated by Gonogo as non-confidential, subject to Gonogo's obligations under relevant legislation. The Merchant Venue grants to Gonogo a royalty-free, perpetual, irrevocable, non-exclusive license to use, copy, modify, adapt, translate, publish and distribute world-wide any Communicated Material for the purposes of providing services under this Agreement or to or for the purposes of advertising and promotion of the Service Portals. The Merchant Venue agrees that all information provided to Gonogo that is published, may be relied upon and viewed by Customers to enable them to make decisions and form a legally binding contract with the Merchant Venue.

6.4 Gonogo agrees to transfer to the control of the Merchant Venue any domain name registered by Gonogo that incorporates any Merchant Venue Material, provided the Merchant Venue:

- a. gives notice to Gonogo in writing:
 - i. that the Merchant Venue requires release of the domain name; and
 - ii. specifies the Merchant Venue Material that is the subject of the domain name;
- b. does all things reasonably required by Gonogo to transfer the control of the domain name to the Merchant Venue; and
- c. if requested by Gonogo, pays all costs incurred or payable by Gonogo in order to transfer the control of the domain name to the Merchant Venue.

7. Menus

7.1 The Merchant Venue is responsible for updating/maintaining Menus (including changes to the pricing of Venue Products). In some cases, Gonogo may be requested, by the Merchant, to update Menus and will make reasonable efforts to make updates within 7 days of being notified of said changes by the Merchant Venue.

7.2 Prices for Venue Products listed on Menus must not be any higher than the lowest prices the Merchant Venue would charge if the same Venue Products was ordered online, in store, by telephone, or by any other means.

7.3 The Merchant Venue acknowledges that it is solely responsible for determining whether, in respect of any given Order:

- a. the Merchant Venue can supply Venue Products in accordance with the Order; and
- b. the Order Price for the Order has been correctly calculated.

7.4 Gonogo will not be liable to the Merchant Venue for any loss or damage suffered by the Merchant Venue as a result of any failure by the Merchant Venue to verify an Order in accordance with clause 7.3.

8. Methods of Payment for Orders

8.1 Unless the parties otherwise agree in writing, Gonogo will provide the following payment method options to Customers for Orders:

- a. cash or electronic payment at Point of Supply (at specific request of Merchant Venue only);
- b. online payment, including but not limited to payment by credit card; and
- c. in whole or part by vouchers issued by Gonogo.

9. Point of Supply Payments

9.1 The Merchant Venue acknowledges that where a Customer elects to pay for Venue Products with cash or electronic payment at the Point of Supply, the Merchant Venue is responsible for:

- a. issuing of a valid tax invoice to the Customer;

10. Online payments (credit card and bank payment)

10.1 The Merchant Venue acknowledges that facilities enabling online payment for Venue Products by Customers:

- a. is a Service provided by Third Party Payment Provider on behalf of Gonogo to the Merchant Venue, for the convenience of the Merchant Venue and its Customers; and
- b. requires that Third Party Payment Provider collects the Order Price from a Customer before the Merchant Venue receives an Order.

10.2 The Venue must, when it receives an Order for which online payment has been collected by Third Party Payment Provider, immediately:

- a. if the Order is accepted, communicate Order Acceptance to the Customer; or
- b. if the Order is not accepted, communicate:
 - i. with the Customer to explain the reasons why the Order cannot be fulfilled and stating that the Order Price will be refunded; and
 - ii. with Gonogo to confirm that the Customer is aware the Order has not been accepted, and that Third-Party Payment Provider must refund the Order Price.

10.3 At the time of collection by, or delivery to, a Customer of Venue Products for which online payment has been collected by Third Party Payment Provider, the Merchant Venue:

- a. must not accept any additional payment from a Customer (including but not limited to payment by cash or voucher);
- b. must follow all instructions contained on the order receipt or otherwise communicated to the Merchant Venue by Gonogo; and

c. obtain a signed acknowledgement from the Customer confirming receipt of the Venue Products ("Collection Receipt").

10.4 The Merchant Venue acknowledges that, in the event of any dispute with a Customer about the collection or delivery of Venue Products, the Merchant Venue must:

- a. assume full conduct of the dispute with the Customer, without involvement of Gonogo; and
- b. indemnify Gonogo against any costs or liabilities it may incur arising from such dispute.

10.5 The Merchant Venue acknowledges that if any Order Price is subject to a Chargeback, the Merchant Venue is responsible for the cost of such Chargeback the cost of which will be offset against Collected Payments.

10.6 If Gonogo elects or is required to refund any Order Price to a Customer ("Problem Order"), the Merchant Venue acknowledges that this Order Price will be deducted from the Collected Payments, and the Merchant Venue will not be paid any amount for this Problem Order.

10.7 If Third Party Payment Provider has already remitted to the Merchant Venue the Order Price from Collected Payments for a Problem Order, the Merchant Venue must reimburse Third Party Payment Provider for the Order Price upon demand. Alternatively, Third Party Payment Provider may off-set any amount owed by the Merchant Venue to Third Party Payment Provider in respect of a Problem Order against any Collected Payments.

10.8 The Merchant Venue acknowledges that Gonogo is not liable for costs directly or indirectly incurred by the Merchant Venue for processing online payment.

10.9 The Merchant Venue agrees to provide all assistance reasonably required by Gonogo or its Third Party Payment Provider or financial services provider to resolve and any problem with online payment facilities, including technical and credit card fraud issues.

11. Vouchers

11.1 From time to time, Gonogo may produce Gonogo Funded Vouchers for use in connection with the purchase of Venue Products using the Service, and the Merchant Venue agrees such vouchers may be used as payment for part or all of an Order Price, and that:

- a. Gonogo will bear the cost of honoring such Gonogo Funded Vouchers;

11.2 From time to time, if requested to do so by the Merchant Venue, Gonogo may produce Venue Funded Vouchers for use in connection with the purchase of Venue Products using the Service, and the Merchant Venue agrees such vouchers may be used as payment for part or all of an Order Price, and that:

- a. the Merchant Venue will incur all costs, including the amount of any reduction in Order Price arising from such Merchant Venue Funded Vouchers;

11.3 For the avoidance of doubt, vouchers cannot be applied to any Venue Products paid for at Point of Supply.

12. Payment

12.1 The Merchant Venue must pay Gonogo the Gonogo Service Fee set out in the Subscription Plan.

12.2 The Gonogo Service Fee be payable on a monthly basis starting from the Gonogo Service Fee Start Date.

12.3 The merchant venue agrees to provide payment details to Gonogo or the channel via which Gonogo services was signed up, for direct deduction of all necessary Gonogo Service Fees.

12.4 The Merchant Venue agrees that Gonogo may charge such additional fees, at the rates specified in the Subscription Plan, as are appropriate for the supply of the Service, including without limitation a fee for the provision of online payment facilities, and the amounts of any such fees are payable by the Merchant Venue and must not be added to

12.5 The Merchant Venue acknowledges that Gonogo will not be liable for any GST liability in respect of transactions by which the Merchant Venue provides goods and services to Customers and the Merchant Venue hereby indemnifies Gonogo against any GST it may become liable for arising out of such transactions.

13. Confidentiality

13.1 A party will not, except with the written consent of the other party or where required to do so by law or stock exchange regulation, disclose any confidential information of the other party.

13.2 Confidential information of Gonogo includes without limitation its business strategies, pricing, revenues, expenses, and order information.

13.3 Both parties agree to treat as strictly confidential the contents of the Subscription Plan and all other information, data and facts that may be shared between both parties during the course of this Agreement.

14. Warranty and Indemnity

14.1 The Merchant Venue warrants that if the Merchant Venue ceases business, closes operations for a material period or is otherwise unable to offer Venue Products to Customers or to satisfy any obligation to Customers, Merchant Venue will immediately inform Gonogo.

14.2 Gonogo does not guarantee or warrant that the Service Portals, software, hardware or services will be free from defects or malfunctions. If errors occur, Gonogo will use its best endeavors to resolve these as quickly as possible.

14.3 The Merchant Venue indemnifies and holds harmless Gonogo (and its directors, officers, agents, representatives and employees) from and against any and all claims, suits, liabilities, judgments, losses and damages arising out of or in connection with any claim or suit or demand:

- a. arising from any failure to provide notice in accordance with clause 14.1;
- b. by a Customer (or any party on whose behalf a Customer has been acting) in respect of, arising out of, or in connection with, Services;
- c. in any way associated with Venue Products;
- d. compliance with food quality laws or regulations; or
- e. any relevant liquor licensing laws or regulations, except and to the extent any liability, loss or damage arises from the reckless or malicious act or omission of Gonogo.

15. Term and Termination

15.1 This Agreement starts on the date the Merchant Venue downloads the Gonogo Venue Application and accepts these terms and unless terminated earlier under this clause will continue indefinitely.

15.2 Either party may terminate this Agreement for convenience without giving cause at any time upon 14 days prior written notice to the other party. Following any such termination for convenience:

- a. the Merchant Venue's obligations under this Agreement will continue until the end of the month during which notice is given; and
- b. the Merchant Venue's online listing and promotion undertaken by Gonogo will be ceased as soon as is practicable.

15.3 Gonogo may terminate this Agreement, with immediate effect if the Merchant Venue:

- a. provides any inaccurate information about its business to Gonogo, such as inaccurate information relating to opening hours, delivery areas, delivery terms or prices;
- b. fails to deliver an Accepted Order to any Customer (except where the Merchant Venue demonstrates it reasonably believed the Accepted Order was fraudulent or the Customer did not intend to, or refused to pay, the Order Price); or
- c. is subject to any event of insolvency (such as the appointment of an administrator, receiver or liquidator or fails to pay its debts as and when they fall due) or bankruptcy (such as having bankruptcy proceedings commenced against the Merchant Venue or being unable to pay any of its creditors).

15.4 Either party may terminate this Agreement with immediate effect by notice in writing to the other party if the other party commits a material breach of this Agreement not capable of remedy, or in the case of a material breach capable of remedy, is not remedied within 3 business days after written notice is given to the breaching party, specifying the breach.

15.5 Termination of this Agreement shall not affect the accrued rights or liabilities of the parties at the date of termination.

16. Limitation of Liability

16.1 Except for liability in relation to breach of any Non-excludable Condition and liability under clause 16.3, Gonogo's total liability to the Merchant Venue in contract, including for one or more breaches of any express term or terms (including any indemnity) of this Agreement (in aggregate), tort (including in negligence), statute, or otherwise, is limited to an amount equal to the total amount of Gonogo Service Fee paid by the Merchant Venue to Gonogo under this Agreement during the 3 month period before the liability arose.

16.2 Gonogo's total liability to the Merchant Venue for a breach of any Non-excludable Condition (other than a Non-excludable Condition that by law cannot be limited) is limited, at Gonogo's option to any one of resupplying, replacing or repairing, or paying the cost of resupplying, replacing or repairing the goods in respect of which the breach occurred, or supplying again or paying the cost of supplying again, the services in respect of which the breach occurred.

16.3 Except for liability in relation to breach of any Non-excludable Condition, Gonogo excludes all liability to the Merchant Venue for lost profits, lost revenue, lost savings, lost business, loss of opportunity, lost data or any

consequential or indirect loss arising out of, or in connection with, any services (including the Service), and any claims by any third person (including any Customer), or this Agreement, even if:

- a. Gonogo knew that loss was possible; or
- b. the loss was otherwise foreseeable.

16.4 The Merchant Venue acknowledges that Gonogo may make facilities available on the Service Portals for the access by Customers to ratings and reviews of suppliers of goods and services, which may include reviews or ratings of the Merchant Venue, and Gonogo will have no liability to the Merchant Venue or any other person for any reason whatsoever arising from any comment, review, assessment or statement (whether true or untrue) made or published by any third person about the Merchant Venue or any person or entity associated with the Merchant Venue.

17. Dispute resolution

17.1 Any dispute arising in connection with this Agreement must be handled in accordance with this clause before a party may commence any form of litigation or legal proceedings.

17.2 A party must give notice to the other party in writing of the nature of any dispute, and within 5 days of such notice:

- a. each party must appoint a representative with full decision making authority to negotiate on behalf of, and bind, their party to resolution of the dispute, and those representatives must meet personally (or, if agreed, by telephone, video conference or such other means as the parties consider appropriate) to consider and seek to resolve the dispute within 5 days of their appointment;
- b. if the respective representatives are unable to resolve the dispute after 5 days of their first meeting (or other such period as is agreed between the parties), refer the dispute to the respective chief executive officers (or equivalent) of each party, who must meet personally (or, if agreed, by telephone, video conference or such other means as the parties consider appropriate) within 7 days to discuss and seek to resolve the dispute; and
- c. if the respective chief executive officers (or equivalent) are unable to resolve the dispute within 7 days of their first meeting, either party is free to commence such process, including alternative dispute resolution or litigation, as they see fit to resolve the dispute.

18. Variation

18.1 These terms and conditions may be amended by Gonogo at any time by posting revised terms and conditions online at gonogorater.com/merchant_terms, and, subject to clause 18.2, those amended terms and conditions will be effective immediately on posting, and by continuing to use the Service the Merchant Venue will be deemed to have accepted the amended terms and conditions.

18.2 If the Merchant Venue does not accept any variation to these terms and conditions, it may terminate the Agreement with immediate effect, provided that the Merchant Venue gives notice in writing of such termination to Gonogo within 7 days of the amended terms and conditions becoming effective.

18.3 This Agreement and the Subscription Plan may be amended by Gonogo at any time by giving notice in writing ("Amendment Notice") of the amended terms to the Merchant Venue, and subject to clause 18.4, those amended terms will be effective immediately from the date of the Amendment Notice. Unless the Merchant Venue terminates the Agreement within 7 days after the date of the Amendment Notice in accordance with clause 18.4, the Merchant Venue will be deemed to have accepted the amended terms. If the Merchant Venue terminates the

Agreement in accordance with clause 18.4, the amendments detailed in the Amendment Notice will not be binding on the Merchant Venue.

18.4 If the Merchant Venue does not accept any variation to the Agreement or Subscription Plan, it may terminate the Agreement with immediate effect, provided that the Merchant Venue gives notice in writing of such termination to Gonogo within 7 days of the amended terms becoming effective.

18.5 Except where otherwise explicitly permitted by a clause of this Agreement, the provisions of this Agreement may not be varied by the Merchant Venue, except by agreement in writing signed by the parties.

19. General

19.1 For the purposes of this Agreement, any notice required to be given in writing may be given by electronic means, including by email or such other form of written communication as the parties agree from time to time.

19.2 This Agreement contains all the terms agreed between the parties regarding its subject matter and supersedes and excludes any prior agreement, understanding or arrangement between the parties, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to this Agreement except as expressly stated in this Agreement.

19.3 The failure of either party to assert any of its rights under the Agreement, including, but not limited to, the right to terminate the Agreement in the event of breach or default by the other party, will not be deemed to constitute a waiver by that party of its right thereafter to enforce each and every provision of this Agreement in accordance with their terms.

19.4 The invalidity or unenforceability of any term of or right arising pursuant to this Agreement shall not adversely affect the validity or enforceability of the remaining terms and rights.

19.5 The Merchant Venue must not assign, transfer, charge or otherwise encumber, create any trust over or deal in any manner with this Agreement or any right, benefit or interest under it, nor transfer, novate or sub-contract any of Merchant Venue's obligations under it.

19.6 Gonogo may assign or novate part or all of this Agreement to any party at any time, and the Merchant Venue:

- a. consents to the transfer or disclosure of its personal Information and this Agreement to any purchaser of the business of Gonogo or its assets if that outcome occurs;
- b. hereby acknowledges its consent to such assignment or novation to any party; and
- c. agrees to do all things reasonably required by Gonogo, including executing an appropriate deed of assignment or novation, as Gonogo reasonably requires to give full effect to such assignment or novation.

19.7 This Agreement does not create any agency, employment, partnership, joint venture, or other joint relationship between Gonogo and the Merchant Venue. Gonogo and the Merchant Venue are independent contractors and neither has any authority to bind the other. For the avoidance of doubt, Gonogo has no authority to bind the Merchant Venue to any contract with a Customer, and no contract for the supply of Venue Products is formed between any party until the Merchant Venue communicates Order Acceptance, at which time a contract is formed solely between the Merchant Venue and the Customer.

19.8 This Agreement will be governed by and construed in accordance with the law of the State of Florida, USA, and each party submits unconditionally to the jurisdiction of the courts of that State.

20. Security Overview

20.1 All Merchant and Customer data is written to multiple disks instantly, backed up daily, and stored in multiple locations. Files that Customers upload are stored on servers that use modern techniques to remove bottlenecks and points of failure.

20.2 Whenever data is in transit between Merchant and Gonogo, everything is encrypted, and sent using HTTPS.

20.3 All credit card transactions are processed using secure encryption and are handled via Third Party Payment Providers.