

Terms and conditions

LendMyTrend

1 What are these terms and conditions?

Content

- 1.1 This document contains terms and conditions on which LendMyTrend:
- (a) provides access to its Website;
 - (b) permits Lenders to offer Garments for rent to a Renter;
 - (c) allows Renters to use the Website to make Orders; and
 - (d) allows Lenders to submit their Garments to The LMT Collective to control and manage the logistical functions of any potential rentals.
- 1.2 These terms and conditions apply to all actions undertaken via, or otherwise in connection with, the Website.
- 1.3 Review these terms and conditions carefully and make sure that you understand them before using the Website, making an Order, or requesting a Listing with The LMT Collective.

Services

- 1.4 The service provided via the Website is an online platform that allows Lenders of certain Garments to rent out their Garments to Renters. LendMyTrend controls and manages the logistical functions of the hiring of Garments for personal use by the Renters.

Applicable laws

- 1.5 The Website is governed by the laws of the State of Queensland and all Users acknowledge and agree that the non-exclusive jurisdiction of the courts of the State of Queensland will apply.
- 1.6 Nothing in these terms and conditions is intended to have the effect of contracting out of any applicable provisions of the *Competition and Consumer Act 2010* (Cth) or the equivalent laws in each of the states and territories of Australia, except to the extent permitted by those laws where applicable.
- 1.7 If you are using the Website from a jurisdiction other than Australia, you are responsible for compliance with the laws of that jurisdiction, to the extent that they apply.

2 Acceptance of terms and conditions

- 2.1 By using the Website or making an Order, you accept and agree to be bound by these terms and conditions. If you do not agree to these terms and conditions, you must cease use of the Website and all supporting functions.

- 2.2 When a Visitor to LendMyTrend chooses to 'Sign in/Sign up' they are prompted to click a 'continue with Facebook' button in order to confirm the registration process. By clicking this button, a User acknowledges and agrees to LendMyTrend's terms and Privacy Policy.
- 2.3 LendMyTrend may at any time modify these terms and conditions. LendMyTrend will notify you of any changes to these terms and conditions either by emailing you (if you have a registered account with LendMyTrend for which you have provided an email address) or by posting a notice on the Website. It is your responsibility to read and understand the updated terms and conditions. By continuing to use the Website or make Orders after changes are made to the terms and conditions, you agree to be bound by such changes. LendMyTrend bears no liability in the case of a User not familiarising themselves with the changes to the terms and conditions.
- 2.4 If you read a revised version of the terms and conditions and do not accept the new terms and conditions, you must cease using the Website and any affiliated services and processes associated with LendMyTrend, including The LMT Collective, immediately. Continued use of the Website will result in your implied acceptance of any new terms and conditions.
- 2.5 You can review the most current version of the terms and conditions at any time by clicking on the 'terms and conditions' link located at the bottom of the Website. It is the User's responsibility to ensure familiarity with the current terms and conditions.

3 Definitions

Term	Definition
Basic Service	means the peer-to-peer service offered by LendMyTrend.
Garment	means pieces of clothing or accessories that are eligible to be Listed by Lenders on the Website for rental to Renters through LendMyTrend.
LendMyTrend	means Lend My Trend Pty Ltd ACN 618 558 688.
Listing Amount	means the amount determined at the initial time of Listing that will be received by the Owner for the rental of a Garment listed on the Website, less the Service Fee and Protection Fee imposed by LendMyTrend.
Listing	means a listing by an Lender of their Garment for rental.
Member	means a person who uses the Website and has completed the Registration process.
Normal Wear and Tear	means minor and insignificant damage, including but not limited to minor stains, small rips, missing beads, or stuck zippers.
Order	means the process of a Renter renting a Garment from an Lender via the Website.
Owner	means the lawful owner of any Garment listed on the Website.
Lender	means a Member who has listed Garments on LendMyTrend for rental.
Payment Cycle	means the designated payment cycle designated by LendMyTrend (at its' sole discretion).
Protection Fee	means the fee outlined in clause 7.10 that is added to the Listing

Term	Definition
Registration	Amount, with the Service Fee, to form the Rental Price. means the process by which a Visitor becomes a Member of the Website by subscribing and entering personal details.
Rental Period	means the designated rental period determined by a User when renting a garment.
Rental Price	means the price paid by a Renter for any Garment listed on the Website, that is the Listing Amount plus the Service Fee and Protection Fee.
Renter	means a Member who hires a Garment through LendMyTrend's Basic Service or The LMT Collective.
Service Fee	means the fee outlined in clause 7.9 that is added to the Listing Amount, with the Protection Fee, to form the Rental Price.
The LMT Collective	means the concierge service operated by LendMyTrend.
User	any person who engages in the site, including a Renter, Lender, Member or a Visitor.
Visitor	any person visiting the site who does not have an Lender or Renter account with LendMyTrend.
Website	means www.lendmytrend.com

4 What is the Website?

- 4.1 The Website is an electronic platform through which Users have the ability to rent Garments directly from the Lender or through The LMT Collective, and provides the ability for Lenders to list their own Garments.
- 4.2 LendMyTrend's Basic Service is a peer-to-peer intermediary marketing and promotions platform enabling Lenders to list their Garments, thus facilitating the rental transaction and ensuring the making of secure Orders.
- 4.3 These terms and conditions apply to all Orders made via the Website.

5 Signing up as a Member

- 5.1 By indicating your acceptance of these terms and conditions, and providing the sign-up information that we request as part of your account setup, you become a Member of the Website. As a Member (and in accordance with these terms and conditions) you may use your account to act as either:
- (a) an Lender;
 - (b) a Renter; or
 - (c) both.
- 5.2 To be eligible to be a User you must:
- (a) have the capacity to enter into legally binding contracts under Australian law;

- (b) be the card holder of the card being used to facilitate payments, or otherwise have the card holder's consent; and
 - (c) be a resident of Australia.
- 5.3 Unless otherwise advised, we accept that you sign up as a Member and your identity is verified through Facebook. Upon completion of signing up through Facebook you confirm your acceptance of these terms and conditions. You are solely responsible for maintaining the security of your account details. You may not disclose your account details to any third party.
- 5.4 LendMyTrend may reject any Registration, close any account and withdraw Member access to the Website for any reason, immediately and without notice, at its sole and absolute discretion. This includes if you provide false or incorrect Member account information, establish multiple accounts, do not notify LendMyTrend of changes to your User profile information immediately, or continuously receive complaints or low ratings. You must only provide information to LendMyTrend that is true and accurate, and by using the Website you undertake to update your information when necessary.
- 5.5 LendMyTrend may, if it chooses, extract basic personal information from publically available sources. However, it is otherwise up to Members to disclose personal information such as contact numbers and addresses at their own discretion.
- 5.6 Members may have no more than one active LendMyTrend account. This account will act as both the platform for the Member to rent and List Garments. By agreeing to these terms and conditions, the Member agrees to keep their account up-to-date with their latest email address, payment details and postal address (as applicable).
- 5.7 Any User wanting to list on The LMT Collective does not need to have an active LendMyTrend account in order to do so.

6 How does the Website work?

- 6.1 All Users acknowledge that the Website comprises both the Basic Service and The LMT Collective, where both are separate from one another in their use and operation.
- 6.2 The Basic Service merely facilitates transactions between Users and all transactions are entered into directly between Lenders and Renters. LendMyTrend only provides a platform that is passive and neutral and acts in a way that is technical and automated.
- 6.3 Each transaction entered into using the Basic Service creates an individual contract between the Lender and Renter, which is governed by terms equivalent to the relevant aspects of these terms and conditions that apply as to the rights and responsibilities that Renters and Lenders have inter se, but to which LendMyTrend is not a party.
- 6.4 By contrast, the LMT Collective facilitates transactions between the Renter and LendMyTrend, acting on behalf of the Lender of any transacted Garments under an express contract between LendMyTrend and the Lender for a fixed term.
- 6.5 Each transaction entered into using The LMT Collective creates a contract between the Renter and LendMyTrend which is governed by these terms and conditions.
- 6.6 LendMyTrend in no way guarantees the availability of Garments for rent. This is completely and solely determined by the demand for a particular Garment which will be influenced by factors including but not limited to the style, brand, rental price and condition of the Garment.

LendMyTrend accepts no responsibility, and cannot be held accountable, for a Garment not being rented by Renters.

How does the process work?

- 6.7 Members of LendMyTrend can list their Garments for rent through the Basic Service, or have their Listing published under The LMT Collective. This Listing shall detail:
- (a) the price for rental of the Garment, which will vary depending on the RRP of a Garment and term of rental (noting prices are provided for a four-day Rental Period and an eight-day Rental Period);
 - (b) a description of the Garment, including an image of the Garment as provided by the Lender, the rights to which are retained by the Lender);
 - (c) the condition in which the Garment is in;
 - (d) the approximate location of the Garment;
 - (e) whether the Garments are to be collected or delivered (please see LendMyTrend's privacy policy for further details as to the collection of Garments);
 - (f) the size of the Garment;
 - (g) the process for cleaning the Garment, including whether the Lender or Renter is responsible; and
 - (h) any other additional information determined by the Lender to be of assistance in the rental process.
- 6.8 The Lender must only upload images that are their personal images which they have taken themselves. LendMyTrend accepts no responsibility for the use of commercial images to which the Lender has no rights, but will nevertheless take all reasonable steps to remove such images from the Website and penalise the User responsible. Penalties may include expulsion from the Website or the imposition of a temporary ban, to be determined by LendMyTrend in its sole and absolute discretion. The penalties imposed by LendMyTrend are external to any legal ramifications the User may face. If legal action is pursued by third parties due to copyright infringement, LendMyTrend accepts no responsibility, and the User who posted the image is solely liable for the copyright infringement.
- 6.9 Once an Lender has listed their Garment, LendMyTrend reserves the right to approve the Listing before the Listing appears on the Website.
- 6.10 LendMyTrend reserves the right to not approve listings which have a recommended retail price (RRP) of less than AUD \$130.
- 6.11 LendMyTrend reserves the right to either increase or decrease the price of a listing if they fail to meet the general specifications. These changes will be made in order to improve the possibility of a garment being rented. This is done at LendMyTrend's sole and absolute discretion.
- (a) Price adjustments are made to ensure fairness in Rental Prices and uniformity across the site, LendMyTrend recommends the following listing structure
 - (i) 4-Day Rental Period equivalent to 15-25% of Garment RRP, not including fees;
 - (ii) 8-Day Rental Period equivalent to 25-35% of Garment RRP, not including fees.

- 6.12 Renters have the ability to contact lenders prior to renting a Garment through the messaging platform offered on LendMyTrend. This allows the two parties to communicate and discuss aspects of the Garment in further detail. The messaging platform filters out personal information, including any phone numbers and/or email addresses, prior to the rental in order to protect the interests of both parties.
- 6.13 When a Renter requests to rent a Garment, the Lender of the Garment under the Basic Service, or LendMyTrend on behalf of the Lender under The LMT Collective, will receive a notification and will either:
- (a) accept; or
 - (b) reject,
- the offer.
- 6.14 Lenders have 48 hours to accept or reject the offer from the Renter. After the 48-hour period has expired, the offer shall be deemed rejected if no decision has been made, and the Renter will be notified by email. The Renter may cancel any request before it has been accepted by the Lender.
- 6.15 To cancel a rental request, the Renter must email LendMyTrend support at support@lendmytrend.com
- 6.16 If the Lender accepts the offer, the Renter gives LendMyTrend full and unconditional authorisation to use payment details to deduct any rental charges necessary in accordance with these terms and conditions. At this time the full amount (the Rental Price) will be deducted from the Renter's account immediately upon the request being accepted by the Lender.
- 6.17 Once the full amount has been received by LendMyTrend, LendMyTrend will provide a secured communication service for the Lender and Renter to communicate their personal information (for example, their addresses) to allow collection of the Garment or arrange delivery.
- 6.18 The term of the agreement is either four days or eight days, as agreed upon when the Lender accepts the Renter's request. In this regard:
- (a) the Lender must have the Garment made available to the Renter on the first day of the Rental Period by method agreed upon by the Lender and the Renter; and
 - (b) on or before the last day of the Rental Period the Renter must return the Garment to the Lender by method agreed upon by the Lender and the Renter.
- 6.19 Failure on behalf of the Lender to make the Garment available to the Renter on the first day of the Rental Period will result in a cancellation on behalf of the Lender. Failure on behalf of the Renter to return the Garment to the Lender on or before the last day of the rental term will result in application of LendMyTrend's late policy.
- (a) If the Garment is being posted to the Renter, the Lender must allow adequate time for the Garment to arrive prior to, or on the first day of the Rental Period.
- 6.20 LendMyTrend will release funds to the Lender a minimum of 24 hours after the commencement of the rental. Funds will be processed in relation to each transaction payment cycle, we will process payments for any transaction that occurs within the preceding week unless we receive written notice identifying that an exchange has not taken place or there is a dispute relating to an exchange. If a dispute is notified we will hold the payment in question until satisfied, at LendMyTrend's sole and absolute discretion, that the dispute has been resolved.

- 6.21 Subject to clause 6.20, at the conclusion of the Rental Period, if a dispute has occurred and unless notified by the Lender within ten days of the last day of the Rental Period, the Garment will be removed from the Website.
- 6.22 LendMyTrend will prompt the Lender and the Renter to rate the other party on their overall experience in dealing with that party (that is, the Lender rates the Renter, and the Renter rates the Lender).
- 6.23 Once the Garment has been returned to the Lender by the Renter, unless the Renter was responsible for dry-cleaning the Garment, the Lender must organise for the Garment to be dry-cleaned. LendMyTrend recommends both Lenders and Renters use ABN registered dry-cleaning services, in order to protect the quality of the Garment.

The LMT Collective

- 6.24 Members who elect to list Garments through The LMT Collective will be required to lodge an application containing the details of those Garments, and are responsible for providing accurate information when doing so.
- 6.25 LendMyTrend will review any applications submitted by Members to list their Garments through The LMT Collective and will confirm acceptance or rejection of this application within 14 days.
- 6.26 The LMT Collective has the right to decline any Garment for any reason and does not need to provide reasoning or justification.
- 6.27 Further, The LMT Collective has the right to accept select Garments only, as opposed to all Garments offered for Listing.
- 6.28 The LMT Collective will bare all responsibility for the processes involved in renting out a Garment once it has been made available by the Lender.
- 6.29 Once The LMT Collective has received a Garment, a complete assessment of that Garment will be undertaken in accordance with the application lodged for it to verify the accuracy of the application.
- 6.30 Where a Garment received by The LMT Collective does not accurately reflect the application submitted, the application will be rejected, the Lender will be notified and that Garment will be returned to the Lender.
- 6.31 Once a quality assessment has taken place, LendMyTrend will undertake the standard Listing procedure for the Garment.
- 6.32 The Listing will be completed under The LMT Collective wardrobe collection, not under the Lender's individual name.
- 6.33 The Owner of any Garment listed under The LMT Collective wardrobe collection shall receive a detailed contract that outlines the agreed term of the listing, the details and condition of the Garment at the time it was initially received by LendMyTrend, as well as a quoted Rental Price and Listing Amount for the Garment.
- 6.34 The LMT Collective has the right to hold the Garment for the length of the agreed term of the contract and to fulfil any rental requests from Users.
- 6.35 At the end of the agreed upon time period, either The LMT Collective or the Lender of the Garment may choose to extend the agreement.

- 6.36 The LMT Collective has no control over and is not in any way responsible for whether or how often a Garment is rented and therefore, how much income the Garment generates.
- 6.37 The LMT Collective is in no way liable for any damage to a Garment whilst it is being rented by a Renter.
- 6.38 The LMT Collective will return the Garment in the same condition as it was received in, subject to Normal Wear and Tear and any damage that occurs to a Garment whilst in the possession of a Renter.
- 6.39 When a Garment listed through The LMT Collective is rented, LendMyTrend will deduct 35% from the quoted Listing Amount outlined in the contract under clause 6.33. The remaining 65% of the Listing Amount will be passed onto the Owner of the Garment, less GST and Stripe Fees.
- 6.40 The LMT Collective will be responsible for the dry-cleaning of all Garments after they have been rented by a Renter. The dry-cleaning fee will be taken from the rental price paid by the Renter.

What is acceptable to be listed on the site?

- 6.41 In order to ensure cleanliness and appropriate hygiene, no intimate Garments are to be uploaded to LendMyTrend, including underwear, lingerie, socks and earrings.
- 6.42 Lenders must only upload Garments that are of suitable condition. This means the Garments should not be:
- (a) soiled or stained;
 - (b) torn or ripped;
 - (c) missing buttons; or
 - (d) otherwise affected in a way that reduces the overall quality of the Garment.
- 6.43 All garments uploaded must have a minimum RRP of AUD \$130. Listings which do not meet this minimum RRP will not be approved.
- 6.44 The approval of garments is done at LendMyTrend's sole and absolute discretion.
- 6.45 LendMyTrend will review all Listings and reserves the right to remove any Listings which contain Garments that do not meet these terms and conditions.
- 6.46 LendMyTrend will notify the Lender if the Garment has been removed or if the Listing was not approved.

7 Payment

- 7.1 Renters must pay Lenders for Garment rentals by entering correct information into the LendMyTrend platform to complete the booking process.
- 7.2 Dry-cleaning costs are included in the global Rental Price unless otherwise stated or otherwise if these external costs are determined to be paid by the Renter.
- 7.3 LendMyTrend will deduct from the core rental price a Service Fee in consideration for the services provided by LendMyTrend through the Website. The amount to be received by the Lender is

determined by the Lender at time of Listing, that is the Listing Amount. The additional fees will be added onto the rental cost to be paid by the Renter.

- 7.4 LendMyTrend uses a third-party service provider 'Stripe' to process Members' payments and to store listed payment information. When using our payment services, you agree to the third-party provider's terms and conditions. LendMyTrend is not liable for the acts or omissions of such third party. You shall be solely responsible for the transmission of current information connected to your credit or debit card and LendMyTrend hereby excludes all liability to the extent permitted by law. It is the User's responsibility to keep this updated.
- 7.5 In respect of a Lender's income, LendMyTrend will credit the Lender's account in an amount equal to the listing amount, less GST and Stripe Fees. LendMyTrend will endeavour to deposit the money that the Lender earns renting Garments on the Website into the Lender's bank account within the next payment cycle.
- 7.6 When listing an item, a Lender must enter their correct bank details in order for the Listing Amount to be deposited into their account.
- 7.7 The full cost of the Rental Price is debited from the Renter in order to secure a Garment. This amount will be deducted from the Renter's account immediately upon the Lender accepting the request of the Renter to rent the Garment. If this payment is rejected or cannot be processed, the Garment will cease to be secured and will be free for other Renters to rent.
- 7.8 In order to maintain the secure transfer of funds, all payments must be made through the Website. If Users attempt to bypass the payment methods and attempt to make private payment arrangements, LendMyTrend is no longer involved or responsible in any way and these terms and conditions will be deemed non-applicable and void in respect of that private transaction.

Fees

- 7.9 For all transactions that are made through the Website, LendMyTrend imposes a 15% Service Fee, that quoted as an additional 15% of the Listing Amount. This will be paid by the Renter and added onto the initial Listing Amount that is set by the Lender, i.e. if the Lender sets a Listing price of \$100, LendMyTrend will add an initial \$15 to this before displaying the total price on the Website for the particular Listing, that forms the Rental Amount with the Protection Fee.
- 7.10 For all transactions that are made through the Website, LendMyTrend imposes a Protection Fee of \$10 in the global rental price as a compulsory addition. See clause 14 for more information on LendMyTrend's protection policy.
- 7.11 As addressed in these terms and conditions, for The LMT Collective service offered, The LMT Collective deduct 35% from the Listing Amount, less GST and Stripe Fees, i.e. if an Owner is quoted a listing amount for a Garment listed through The LMT Collective of \$100, when that item is rented, LendMyTrend will deduct \$35 in consideration for the services offered in association with The LMT Collective, and pass on the remaining \$65 to the Owner, less GST and Stripe Fees.

8 Delivery and pick-up

- 8.1 Delivery can be facilitated by:
- (a) the Lender delivering the Garment to the Renter;
 - (b) the Renter picking the Garment up from the Lender's location;

- (c) the Lender and the Renter meeting in a pre-determined mutual location to exchange the Garment;
 - (d) Postage of the Garment by either the Lender to the Renter prior to the commencement of the rental period, or the Renter returning the Garment to the Lender; and
 - (e) any other combination or process agreed upon by the Renter and the Lender after the booking is confirmed.
- 8.2 Subject to clause 6.17, on the day of a rental, LendMyTrend will assume that a rental has occurred. If the rental does not take place, it is the both the Lender and Renters responsibility to alert LendMyTrend that the exchange did not occur. Notice in writing is to be provided to support@lendmytrend.com within 24 hours after the agreed rental date.
- 8.3 If LendMyTrend is not notified of any disputes within 24 hours of the rental commencing, the rental will be deemed as successful and thus any funds held on behalf of the Renter will be credited to the Lender, in accordance with these terms and conditions.

9 Postage

- 9.1 LendMyTrend offers the ability for Lenders to specify a postage fee for any Garment listed on the Website, if they wish to make their Garment available for postage for the purpose of honouring a rental, that is added onto the Rental Price of the Garment.
- 9.2 The Renter has the option to include postage when renting any Garment through the Website, subject to the Lender of that Garment specifying a postage fee.
- 9.3 In the event that a Garment is posted to a Renter, the Renter must too bare the cost of postage to return the Garment on the last day of the rental period
- 9.4 Lenders are required to post the Garment so that it arrives prior to, or on the first day of the rental period. When returning the Garment, Renters are expected to post the Garment prior to the conclusion of the final day of the rental period.
- 9.5 The postal addresses of both the Lender and Renter will be left to be disclosed by each party respectively. This will be communicated through LendMyTrend's secure messaging service.
- 9.6 The postage service chosen is left to the discretion of the Lender and Renter. For the Basic Service, LendMyTrend acts as a passive platform to facilitate the transaction of funds for postage, if the option is selected, and is not responsible for the postage of Garments.
- 9.7 The LMT Collective utilises Australia Post for the postage of all Garments to Renters.
- 9.8 LendMyTrend bares no liability while the Garment is in transit with the third party postal service. LendMyTrend cannot be held accountable for any loss of the Garment, damage to, or delay in receiving the Garment whilst with the postal service.
- 9.9 If you are unsure of the postage process, LendMyTrend recommends that you seek out the accurate information relating to the service in which you have chosen. Any such information will be held in their respective terms and conditions or other policies.

10 Communications

- 10.1 By agreeing to LendMyTrend's terms and conditions the User agrees to receive communications from LendMyTrend electronically via email and agree to have an up-to-date and current email address listed on their LendMyTrend Account.
- 10.2 LendMyTrend suggests Users view their 'spam' folders from time to time to ensure that communications from the Website are not being directed to that folder. Not reading notifications due to emails being re-directed to the 'spam' folder is not a justifiable excuse for not being notified.
- 10.3 All correspondence from LendMyTrend will be assumed to be read.
- 10.4 Any communications between the Lender and Renter in finalising details such as the exchange location or any other details in connection with the rental process must be completed through LendMyTrend's communication portal. LendMyTrend is not responsible for any communication that occurs outside of this.
- 10.5 Any dispute which arises due to electronic communication outside of the services provided by the Website will not be the responsibility of LendMyTrend.
- 10.6 Any disputes or complaints between Lender and Renter communicated to LendMyTrend other than as set out in these terms and conditions will not be dealt with by LendMyTrend.

11 Refunds

- 11.1 At exchange if the Garment does not meet the listed condition, description or size as determined by the Renter and LendMyTrend, the transaction is void and the Renter will be fully refunded. In this case, the Lender will not receive any proceeds from the rental.
- 11.2 If a refund is granted, refunds will only be credited to the original payment method used.

12 Late returns

- 12.1 If a Garment is not returned on the agreed return date without notice to the Lender, a daily late fee will be charged to the Renter's payment method, starting on the day after the agreed return date.
- 12.2 This late fee will be charged through LendMyTrend's third party payment provider 'Stripe'. This provider holds a customer's card details and provides LendMyTrend with the capability to debit the payment method which was used to secure the rental.
- 12.3 This automatic charge will only be applied once the Lender has notified LendMyTrend that the Garment has not been returned.
- 12.4 Daily late fees will be charged on the following basis:
- (a) \$20 per day for day one and day two;
 - (b) \$50 per day for day three and day four;
 - (c) \$100 per day from day five to day seven; and

- (d) \$200 per day from day eight to day fourteen.
- 12.5 These amounts will continue to be deducted until:
- (a) the full recommended retail price of the Garment listed by the Lender (less the original rental amount already paid) has been paid in full;
 - (b) the Garment is returned to the Lender; or
 - (c) 14 days has passed,
- whichever comes first.
- 12.6 If the amount repaid to the Lender means the total repayment is larger than the recommended retail price of the Garment because of the increments in which the late fees are structured, this amount will be credited to LendMyTrend. For example, if the recommended retail price of a Garment is \$300 and the rental price was \$70, the Renter will be charged \$20 on day one, \$20 on day two, \$50 on day three and day four, and \$100 on day 5). This brings the total amount paid by the Renter to \$310. Therefore, this Renter will cease being charged after day five. The additional \$10 paid by the Renter will be credited to LendMyTrend and not reimbursed to the Renter.
- 12.7 If the recommended retail price is paid in its entirety before the 14th day, the charges will cease.
- 12.8 If the recommended retail price was not paid in its entirety by the 14th day, LendMyTrend reserves the right to deduct the remaining balance (recommended retail price, less rental cost, less total late fees paid to date) from the Renter's specified payment method.
- 12.9 If a Garment is due to be rented by another Renter when that Garment has not been returned, the next Renter will be given a full refund. LendMyTrend will attempt to give the next Renter 48 hours' notice if LendMyTrend has reason to believe that the Garment will not be returned in time. However, this may not be possible depending on the timeframe between rentals.

13 Cancellation policy

- 13.1 If the Renter decides they no longer want to rent a Garment after placing an Order, the Renter will receive a full refund less LendMyTrend's service and protection fees, unless the cancellation occurs less than 24 hours prior to the Rental Period beginning.
- 13.2 If the Renter decides within 24 hours of the Rental Period beginning that they no longer want to rent a Garment, the Renter forgoes the full amount of the rental price including LendMyTrend's service fees.
- 13.3 If the Lender decides they no longer want to rent the Garment at any point after accepting the rental request, the Renter will receive 100% of the amount paid once the Lender cancels the transaction.
- 13.4 If on the day of the scheduled exchange, the Lender fails to provide the Renter with access to the Garment, this will be treated as a cancellation on behalf of the Lender. In these circumstances the Renter will be reimbursed 100% of the amount paid. LendMyTrend may, in its sole and absolute discretion, elect to suspend a Lender's Listing privileges if this happens on multiple occasions.
- 13.5 If on the day of the scheduled exchange, the Renter fails to take possession of the Garment from the Lender (other than through fault of the Lender), this will be treated as a cancellation on

behalf of the Renter. This will be treated as a cancellation within 24 hours of the Rental Period beginning and the full rental price will therefore be payable by the Renter and passed onto the Lender (less LendMyTrend's service fees). The Renter will receive no reimbursement.

- 13.6 If the Renter can provide valid reasoning to the satisfaction of LendMyTrend in its sole and absolute discretion and produce appropriate evidence as to their cancellation within 24 hours of the Rental Period beginning, LendMyTrend reserves the right to refund the Renter accordingly. Such circumstances include but are not limited to:
- (a) loss of life; or
 - (b) severe illness.
- 13.7 By agreeing to these terms and conditions, the Lender is agreeing to forgo their rental income in such circumstances due to their being no fault of the Renter.

14 Garment Protection Guarantee

Disclaimer: LendMyTrend in no way offers a security or insurance product as the purchase or sale would be unlawful under the securities, insurance or other laws of Australia. LendMyTrend's internal damage policy is in no way an insurance policy and LendMyTrend has no obligation to provide or arrange any form of insurance product. LendMyTrend recommends lenders take out adequate insurance policies for their personal items through licenses third party insurers. This is left to the lender at their sole and absolute discretion. LendMyTrend is in no way liable for disputes or issues which arise from this third-party provider.

- 14.1 LendMyTrend is in no way responsible for any damage caused to the Garments during a Rental Period by either the Renter themselves or any third party the Garment may come into contact with, including but not limited to any dry-cleaner.
- 14.2 Renters are liable for loss, destruction or damage to a Garment in all circumstances other than in cases of Normal Wear and Tear.
- 14.3 Notwithstanding clause 14.1 and subject to the following conditions LendMyTrend agrees to pay the Lender to repair or replace damaged Garments (**Garment Claim**):
- (a) Renter returns Garment to Lender on the conclusion of rental, responsibility is placed upon both parties to determine damage
 - (b) The Renter and/or Lender lodges a claim with LendMyTrend within 24 hours of the Garment being returned by the Renter;
 - (c) The Renter has paid the Garment Protection Fee (\$10) at the time of booking; and
 - (d) The Renter pays the Renter Guarantee Fee (\$100) after LendMyTrend has determined the legitimacy of the claim, this is done at its sole and absolute discretion;
- 14.4 The parties acknowledge and agree that the maximum amount payable by LendMyTrend (determined at its absolute discretion) in relation to each Garment Claim is:
- (a) \$500 (inc. GST); or
 - (b) 75% of the recommended retail value which accounts for the depreciated value;
- whichever is lower.

Lodging a Garment Claim

- 14.5 To lodge a Garment Claim, a Lender or Renter must lodge a claim with LendMyTrend by sending a damage report form in an email to LendMyTrend's customer service team at support@lendmytrend.com within 24 hours of the garment return.
- 14.6 The damage report form is available on LendMyTrend.com and is required to be filled out in its entirety in order for it to be processed and acted upon.
- 14.7 The Garment Claim must include evidence of any damage to the Garment, evidence of the prior condition of the Garment, and a financial value of the claim justified by quote and or invoices to repair any said damage.
- 14.8 Quotes and Invoices for damage repairs must be obtained from an ABN registered provider

Fees

- 14.9 In this clause;
- (a) Garment Protection Fee means the compulsory non-refundable fee paid at the time of booking of:
- (i) \$10 for all Garments listed on LendMyTrend
- (b) Renter Guarantee Fee means \$100 paid at the time of Lodging a claim. This fee serves as extended warranty coverage.

Disputes

- 14.10 All disputes throughout the process are subject to LendMyTrend's dispute resolution policy, For a copy of the policy email support@lendmytrend.com

15 Feedback and ratings

- 15.1 Feedback is essential to LendMyTrend's service, and therefore every User is required to complete a basic '5 star rating' after a rental transaction has taken place. This rating must be completed before the User can move onto the next transaction.
- 15.2 The Renter will rate the Lender on the quality of the Garment, the ease of collecting (or having delivered) the Garment, timeliness of responses and the overall experience with that Lender.
- 15.3 The Lender will rate the Renter on the timely return of the Garment, the state the Garment was returned in, and the overall experience with that Renter.
- 15.4 An average star rating will be displayed for each Renter and Lender as a guide for future Renters and Lenders to gauge the reliability of either an Lender or a Renter, however individual ratings are confidential and are not made available to Renters and Lenders on a case-by-case basis.
- 15.5 To provide additional, you can email LendMyTrend's customer service team at support@lendmytrend.com. In doing so, the User authorises LendMyTrend to contact the User who supplied the feedback in the future to gain more information regarding feedback provided.
- 15.6 LendMyTrend has the right to alter or edit any feedback or ratings a User may receive if it is:
- (a) deemed by LendMyTrend in its sole and absolute discretion to be unfair or unrealistic; or

- (b) not, based on information in the possession of LendMyTrend, truthful.

16 No agency

Except as otherwise set out in these terms and conditions, no agency, joint venture arrangement or partnership is established from the transactions taking place within the LendMyTrend platform nor in these terms and conditions.

17 Lender terms

- 17.1 By Listing a Garment on the Website, the Lender represents and warrants to LendMyTrend that:
- (a) the Lender has a valid bank account with corresponding bank details attached to their User account in order to funds to be deposited.
 - (b) the Lender has the ownership of the Garment Listed or is properly authorised to rent out the Garment;
 - (c) the Garment is free from any third-party encumbrances;
 - (d) the Lender is offering the Garment to be hired on the Lender's own account and not on behalf of any third party and that the Lender is not impersonating any person or any entity including LendMyTrend;
 - (e) the Garment is in good condition, in the form described, of satisfactory quality, fit for purpose, and safe;
 - (f) the Lender is solely responsible for the accuracy, legibility and compliance of any Listing and the Lender is solely liable for false, misleading, inaccurate, infringing or other actionable material contained or referred to therein; and
 - (g) the Lender's upload of a Garment for hire does not infringe the intellectual property rights of any third party, including copyright, patent, trademark, trade secret or other proprietary or intellectual property rights or rights of publicity or privacy.
- 17.2 Lenders must not list on the Website any Garments of an inappropriate nature, including any Garments which LendMyTrend, at its absolute discretion, considers to be immoral or inappropriate.
- 17.3 The Lender acknowledges that it is exclusively responsible for paying all applicable taxes arising as a result of its use of the Website, including goods and services tax in accordance with the terms of *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- 17.4 By creating a Listing on the Website, the Lender grants LendMyTrend an irrevocable, perpetual, worldwide, non-exclusive, royalty-free license to host and to display the contents of the Listing.

18 Renter terms

- 18.1 If a Garment is damaged or lost the Renter shall notify the Lender as soon as practicable upon the loss or damage of the Garment (in writing). If a Garment is damaged the Renter shall not attempt to repair the Garment themselves. If the Garment is lost or damaged the Renter is liable for the cost of any repair or replacement immediately on notification in writing from the Lender of such costs.

- 18.2 The Renters acknowledge that, unless otherwise agreed in writing with the Lender, they are responsible for:
- (a) collection of the Garments (either from the address provided by the Lender, or an address agreed by the Lender and Renter from time to time) at the beginning of the Rental Period; and
 - (b) return of any Garments (either to the address provided by the Lender or an address agreed by the Lender and the Renter from time to time) on or before the last day of the Rental Period.
- 18.3 By renting a Garment from a Lender, the Renter agrees that the Renter shall, whatever the circumstances:
- (a) pay the full Rental Price on acceptance of the Renter's request, in accordance with these terms and conditions;
 - (b) ensure the Garment is kept and used in a proper and prudent manner;
 - (c) ensure the Garment is kept in clean and good condition;
 - (d) ensure the Garment is not taken outside of Australia without the prior written consent of the Lender;
 - (e) not remove, delete or obscure any mark placed on the Garment by the Lender to identify it as property of the Lender; and
 - (f) have no title in, or right of lien over, the Garment.
- 18.4 When a Lender offers to agree to the terms of a rental transaction, the Renter shall provide its payment details. The Renter shall provide and give LendMyTrend authorisation for payment of the relevant rental price and service fees to be taken through the third-party payment provider 'Stripe'. The price includes:
- (a) the rental fee, which is the fee for the hire of the Garment which is paid to the Lender; and
 - (b) the LendMyTrend commission, including a non-refundable fixed booking fee, which is calculated and shown on the Website once the rental fee is settled.
 - (c) a protection fee, see clause 14 for LendMyTrend's Garment Protection Guarantee Policy
- 18.5 LendMyTrend reserves the right to void any transactions from obvious errors or mistakes including, for example, errors or mistakes due to human error or technical fault resulting in, for example, a Garment being mispriced. This also includes false Listings on the behalf of an Lender.

19 Your conduct

- 19.1 By using the Website, you agree not to upload, post, e-mail or otherwise send or transmit any material that contains viruses, trojan horses, worms or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware of telecommunications equipment associated with the Website.

- 19.2 You agree and undertake to keep your account details confidential, not to disclose your details to any other person and not to permit any other person to log in to the Website using your account details.
- 19.3 You agree not to interfere with the servers or networks connected to the Website or to violate any of the procedures, policies, or regulations of the network connected to the Website, including these terms and conditions.
- 19.4 You also agree not to:
- (a) attempt to reverse engineer or sell, export, license, modify, copy, distribute or transmit the Website to any third party, or jeopardise the correct functioning of the Website, or otherwise attempt to derive the source code of the software (including the tools, methods, processes and infrastructure) that enables or underlies the Website;
 - (b) attempt to gain access to secured portions of the Website to which you do not possess access rights;
 - (c) impersonate another person while using the Website;
 - (d) contact anyone who has not asked to be contacted;
 - (e) solicit other Users in relation to the lending or borrowing of Garments outside of the Website;
 - (f) collect personal data about other Users for commercial or unlawful purposes;
 - (g) conduct yourself in a vulgar, offensive, harassing or objectionable manner while using the Website;
 - (h) resell or export software associated with the Website;
 - (i) post, email or otherwise make available content on the Website that constitutes 'spam', 'junk mail', 'chain mail', a 'pyramid' or 'Ponzi' scheme, 'affiliate marketing' or any unsolicited commercial marketing; or
 - (j) use any automatic or manual process to search or harvest information from the Website, or to interfere in any way with the proper functioning of the Website.
- 19.5 Users acknowledge that all content posted, uploaded or linked to the Website is the sole responsibility of the User from whom the content originated and that LendMyTrend does not monitor content. Users release LendMyTrend from any liability arising as a result of any content. If Users have any complaints in relation to content they should contact LendMyTrend's customer service team at support@lendmytrend.com providing a full explanation of their complaint.
- 19.6 Users must correspond with each other using the Website and are prohibited from agreeing the payment of additional sums to other Users outside of the Website. If LendMyTrend becomes aware that any User has made or received or plans to make or receive any such sums LendMyTrend reserves the right to terminate or suspend the relevant User account(s).

20 Our rights

In providing you with access to the Website and permitting Users to rent Garments via the Website, LendMyTrend reserves the following rights, and in accessing, browsing or otherwise

using the Website (including but not limited to by placing an Order), you grant to LendMyTrend and agree that LendMyTrend shall have the following rights:

- (a) the right to refuse or withdraw your access to the Website in accordance with applicable laws for any reason at any time (with or without notice) in LendMyTrend's sole and absolute discretion;
- (b) the right to suspend, amend or disable your LendMyTrend account without giving notice or any reason;
- (c) the right to remove or amend any Listing without notice or explanation;
- (d) the right to cancel any Order without notice or explanation;
- (e) the right to amend or update the Website, billing methods or these terms and conditions from time to time; and
- (f) the right to report you to the police or other judicial body if LendMyTrend believes in its sole and absolute discretion that your conduct (whether in using the Website, making an Order for any Garment, or otherwise) is or may be unlawful.

21 Intellectual property

- 21.1 LendMyTrend and its licensor(s) are the sole Lenders of the Website, which includes the software, domains and content made available through the Website.
- 21.2 The LendMyTrend brand and the Website are protected by Australian and international copyright and other intellectual property laws. Without limitation, this means that you may not sell, export, license, modify, copy, distribute or transmit the Website (or any part of it) or any material provided through the Website without LendMyTrend's prior written consent.
- 21.3 Any unauthorised use of the Website will result in the automatic termination of the limited license granted by LendMyTrend. LendMyTrend reserves the right to terminate the limited license without notice at any time following any unauthorised use by you of the Website.
- 21.4 LendMyTrend and its graphics, logos and service names related to the Website are registered and unregistered trademarks or trade dress of LendMyTrend. They may not be used without LendMyTrend's prior express written permission.
- 21.5 All other photographs of Garments provided by Lenders or trademarks not owned by LendMyTrend that appear in connection with the Website are the property of their respective Lenders, who may or may not be affiliated with, connected to or sponsored by LendMyTrend.

22 Privacy

- 22.1 You provide LendMyTrend with information when you register an account via the Website. LendMyTrend also collects information relating to you (for example on your usage and rental history) and to Users of the Website in general. Any information that you submit or that LendMyTrend collects when you are using the Website is subject to LendMyTrend's privacy policy.
- 22.2 LendMyTrend's privacy policy is available on the Website, or if you email support@lendmytrend.com asking for a copy, one will be provided for you.

23 Extension of Rental Period

- 23.1 If once a Garment has already been rented the Renter deems they want to rent the Garment for a longer period of time, the Renter can do so by re-renting it on the Website following the same procedure, subject to availability. If the Garment is not available for an extended period, the extension cannot be effected and the Renter must return the Garment at the original agreed upon time.
- 23.2 If the Renter cannot return the Garment on or before the last day of the Rental Period, this will result in application of LendMyTrend's late policy.

24 Cleaning policy and procedure

- 24.1 The cleaning policy is to be determined by the Lender at the time of Listing. The Lender will determine if:
- (a) the Lender is responsible for cleaning the Garment; or
 - (b) the Renter is responsible for cleaning the Garment.
- 24.2 If the Renter is responsible for cleaning the Garment, this must be done before the Rental Period ceases and the Renter must have written evidence of completion of the dry-cleaning by an ABN registered dry-cleaner. If dry-cleaning cannot be completed by the required time it will result in application of LendMyTrend's late policy.
- 24.3 If the Renter is responsible for cleaning the Garment and the Garment is damaged while being dry-cleaned, the Renter is responsible for any damage to the Garment.
- 24.4 If the Lender is responsible for cleaning the Garment, a small cleaning fee will be added to the Renter's rental fee to cover the dry-cleaning cost. The Lender must ensure when accepting rental applications that they have enough time to clean the Garment between rentals.
- 24.5 For any Garments that are listed under The LMT Collective, LendMyTrend will bear full responsibility for ensuring the Garment is dry-cleaned as appropriate and kept in a good condition for rental.

25 Force majeure

LendMyTrend accepts no liability for any loss or damage suffered by any party due to external issues outside their control. These include but is not limited to issues such as fire, flood, network blackouts, acts of God and earthquakes.

26 Security

- 26.1 Whilst LendMyTrend has implemented commercially reasonable measures to secure your personal information from unauthorised use, LendMyTrend cannot guarantee that unauthorised third parties will be unable to defeat those measures. You acknowledge that you provide your personal information at your own risk.
- 26.2 LendMyTrend employs a third party secure payment platform 'Stripe' to ensure the secure transfer of funds. LendMyTrend is in no way liable for any loss or misplacement of funds.

- 26.3 LendMyTrend gives Users the ability to control the disclosure of their sensitive personal information, including their address. The disclosure of this information is completely and solely determined by the User at their discretion.

27 No warranty and limited liability

- 27.1 To the extent permitted by law and subject to clause 27.6, LendMyTrend provides the Website 'as is' and without any warranty, representation or condition, whether express, implied or statutory.
- 27.2 To the extent permitted by law and subject to clause 27.6, LendMyTrend, including its shareholders, directors, officers, employees and agents, assumes no liability or responsibility for:
- (a) any errors or omissions in the Website;
 - (b) any failures, delays or interruptions in the Website;
 - (c) any failures, delays or interruptions in delivery of any Garments;
 - (d) any losses or damages arising from:
 - (i) the use of the Website;
 - (ii) any delay in delivery of any Garments;
 - (iii) any errors in any Order; or
 - (iv) Garments that are not of satisfactory quality or do not match their description; and
 - (e) any conduct by Users of the Website.
- 27.3 To the extent permitted by law and subject to clause 27.6, in no event shall LendMyTrend, including its shareholders, directors, officers, employees or agents, be liable (jointly or severally) to any User for loss of use or any special, incidental, indirect or consequential damages arising out of or in connection with the Website or the publication of any content.
- 27.4 If any court of competent authority holds any provision of this section to be unenforceable, then liability of LendMyTrend will be limited to the fullest possible extent permitted by law.
- 27.5 From time to time you may use or access services, promotions and websites of third parties. In using or accessing third party services, promotions and websites, you agree to be bound by the terms and conditions of such third parties governing their services, promotions and websites and hereby acknowledge that LendMyTrend shall not be responsible for the provision of services, accuracy of promotions or content of websites belonging or operated by third parties.
- 27.6 Nothing in these terms is intended to limit any of your rights under the *Competition and Consumer Act 2010* (Cth). If the *Competition and Consumer Act 2010* (Cth) or any other legislation states that there is a guarantee in relation to any goods or services supplied by us in connection with these terms and our liability for failing to comply with that guarantee cannot be excluded but may be limited, then clauses 27.1 to 27.3 do not apply to that liability. Instead our liability for that failure is limited to (at our election): (a) in the case of a supply of goods, our replacing the goods or supplying equivalent goods, repairing the goods, paying the cost of

replacing the goods or of acquiring equivalent goods, or paying the cost of having the goods repaired; or (b) in the case of a supply of services, our supplying the services again or paying the cost of having the services supplied again.

- 27.7 **Mandatory notice:** *Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the good repaired or replaced if the good fail to be of acceptable quality and the failure does not amount to a major failure.*

28 Indemnity

Each User agrees to indemnify and hold LendMyTrend and its related companies, and each of their respective shareholders, directors, officers, employees and agents harmless from and against any third party claim or cause of action, including reasonable attorneys' fees and court costs, arising, directly or indirectly, out of such User's breach of these terms and conditions or its violation of any law or rights of any third party.

29 Disputes

- 29.1 Where a dispute has arisen between two or more Users in respect of a rental transaction, the Renter acknowledges and agrees that all Garments must be returned to the Lender in accordance with the provisions of these terms and conditions.
- 29.2 Where a dispute has arisen between two or more Users, the Users agree to attempt in good faith to resolve any such dispute by negotiation. If the matter is not resolved through negotiation, the Users may contact LendMyTrend's customer service team at support@lendmytrend.com with a full explanation of their dispute and providing supporting evidence where appropriate. LendMyTrend may refer Users to a dispute resolution service, to be undertaken at the User's own expense. LendMyTrend may also use its rights to suspend or remove any User account at its sole and absolute discretion.
- 29.3 Nothing shall prevent either the Lender or the Renter from commencing court proceedings against one another.

30 Termination

LendMyTrend may change or discontinue the availability of the Website at any time without prior notice and reserves the right to terminate these terms and conditions for in those circumstances.

31 General

- 31.1 If any court of competent authority determines that any term of these terms and conditions is invalid, unlawful or unenforceable to any extent, such term shall, to that extent only, be severed from the remaining terms which shall continue to be valid to the fullest extent permitted by law.
- 31.2 Headings are for reference purposes only and in no way, define, limit, construe or describe the extent or scope of any substantive term.
- 31.3 LendMyTrend's failure to enforce any provision of these terms and conditions shall not constitute a waiver of that provision.

- 31.4 You are not permitted to assign, transfer, charge, sub-contract or deal in any other manner with all or any of your rights under these terms and conditions without prior express written consent from LendMyTrend.
- 31.5 These terms and conditions represent the entire understanding and agreement between you and LendMyTrend with respect to the subject matter hereof.

