

# Terms of Use

CRATE MATES AUSTRALIA PTY LTD

These Terms of Use (the “Terms”) constitute a legally binding agreement between you (“you” or “your”) and Crate Mates Australia Pty Ltd ACN 691 907 301 / ABN 60 691 907 301 (“Crate Mates”, “we”, “us” or “our”) regarding your access to and use of our website at [cratematesstorage.com.au](http://cratematesstorage.com.au) and any related online or offline services we offer (collectively, the “Services”), including any electronic content, functionality, features and applications (collectively, “Materials”) offered on or through the Services.

Anyone seeking to use our storage services (i.e. purchasing one or more Crates, or having items shipped to or from our Facility) must also agree to our Services Agreement.

## 1 Agreement

Please read these Terms, our Services Agreement and our Privacy Notice before using the Services. By accessing or using the Services you agree that you have read, understood and agree to be bound by these Terms, the Services Agreement and the Privacy Notice. You represent that you are at least eighteen (18) years old and, where you are using the Services on behalf of an organisation, that you have authority to bind that organisation (and references to “you” are taken to include both you personally and the organisation). If you have entered into a separately executed agreement with us, the terms of that agreement prevail to the extent of any conflict.

If you do not agree with these Terms, or if you breach them, you are not permitted to use the Services and must discontinue use immediately. We may make changes to these Terms at any time. Continued use of the Services after we post a change constitutes your acceptance of the change. We reserve the right, in our sole discretion, to deny anyone access to the Services for any reason, including for breach of these Terms. Please review clauses 11–13 below which deal with disclaimers, indemnity and dispute resolution.

## 2 Your responsibilities

If you create an account on the Services (an “Account”) you are responsible for all activity that occurs under your Account. You must not sell, transfer, license or assign your Account, username or any Account rights. You must not create an Account for anyone other than yourself, except where you are authorised to create an Account on behalf of an organisation or another individual. All information you

provide to us must be true, accurate, current and complete, and you must update your information as needed to keep it accurate. You are responsible for keeping your Account credentials confidential and secure, and must promptly notify us of any unauthorised access.

### **3 User conduct and restrictions**

You must not: (a) decompile, reverse engineer, disassemble or otherwise attempt to derive the source code of the Services; (b) disable any licensing or control feature of the Services; (c) introduce any virus, malware or other malicious code; (d) merge the Services or Materials with any other program or create derivative works from them; (e) remove, obscure or alter any copyright or proprietary notices; (f) sublicense, assign, rent, lease, lend, resell, distribute or otherwise transfer the Services or Materials to any third party; (g) use the Services or Materials in breach of any applicable law (including the Australian Consumer Law, Privacy Act 1988 (Cth), Spam Act 2003 (Cth) or any sanctions or anti-money laundering laws); (h) act fraudulently, illegally, misleadingly, maliciously or negligently in connection with the Services; (i) post defamatory, indecent, obscene, sexually explicit, discriminatory, unlawful, infringing, hateful, harassing or otherwise inappropriate content; (j) send any unwanted, unsolicited or harassing communications, including spam; (k) access or use the Services by means of any automated program, bot, scraper, expert system or electronic agent; (l) give any other person or entity unauthorised access to the Services; or (m) scrape, copy, republish, license, or sell any information or Materials on the Services.

### **4 Privacy and electronic communications**

Personal information collected by us in connection with the Services is handled in accordance with our Privacy Notice.

We may offer the ability to receive SMS or email communications, including operational updates about your subscription and marketing messages. By providing your mobile number or email address and opting in (including by responding “Y” or “YES” to an enrolment message), you consent to receive those communications. You can opt out of marketing electronic messages at any time using the unsubscribe link in those messages, in accordance with the Spam Act 2003 (Cth). Operational messages relating to your subscription, deliveries, pick-ups and account matters may continue regardless of any marketing opt-out. Standard message and data rates may apply. We are not responsible for charges imposed by your telecommunications provider.

### **5 User content; feedback**

By submitting information or content through the Services you grant us a non-exclusive, royalty-free, fully paid, transferable, sub-licensable, worldwide licence to use, reproduce, modify, adapt, publish, perform, display, distribute and otherwise disclose to third parties that content, subject always to our

Privacy Notice. The Services may be subject to a compromise of security; we do not guarantee that any information or content you provide will be kept confidential in those circumstances.

If you provide us with feedback, ideas, suggestions or other materials (collectively, “Feedback”) you agree that we may use that Feedback for any purpose, including developing and marketing our products and services, without any obligation of confidentiality, attribution or payment.

## **6 Reporting intellectual property infringement**

We respect the intellectual property rights of others and prohibit the use of the Services to submit, upload, post or transmit material that infringes another person’s intellectual property or other rights. If you believe content available on or through the Services infringes a copyright or other intellectual property right you own or control, please notify us using the contact details at the end of these Terms.

## **7 Our intellectual property rights**

We grant you a limited, non-exclusive, non-sublicensable, non-transferable, revocable licence to access and use the Services for lawful non-commercial purposes in accordance with these Terms, our Services Agreement and our Privacy Notice. The Services contain Materials owned or licensed by us, including our name, logo, text, images, audio/visual works, icons and scripts. Except as expressly provided in these Terms, no Materials may be copied, distributed, displayed, downloaded or transmitted in any form without our prior written permission. Unauthorised use may breach copyright, trade mark, privacy or other laws and regulations. All trade marks and service marks referred to in the Services are our property or that of their respective owners. Nothing in the Services should be interpreted as granting, by implication, estoppel or otherwise, any licence or right to use any trade mark without our prior written permission. We may pursue legal action and/or report to law enforcement in respect of any breach, and may terminate the account of any user we believe to be in breach of these Terms.

## **8 Links within the Services**

Although we control some of the hyperlinks within the Services, others may lead to third-party sites such as online retailers and social media platforms. We include third-party links solely as a convenience. The presence of a link does not imply our endorsement of the linked site, its operator or its contents, or any affiliation with the linked site. Third-party sites are not controlled by us and may have different terms and privacy policies, which we encourage you to review. We may terminate any link to a third-party site at any time.

## **9 Linking to the Services**

You

may link to our Website provided you do so in a way that is fair and lawful and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our prior written consent. You must not (a) establish a link from a website you do not own; (b) cause the Services to be displayed (or appear to be displayed) on any other site, including via framing, deep linking or in-line linking; or (c) take any action with respect to the Services that is inconsistent with these Terms. We may disable any social media features and any links at any time without notice.

## **10 Modifications and interruptions**

We cannot guarantee the Services will be available at all times. We may interrupt the Services for scheduled maintenance, upgrades, emergency repairs, or due to failure of telecommunications links or equipment. We may change, modify or remove the contents of the Services at any time at our discretion and without notice. We may also modify or discontinue all or part of the Services without notice. Subject always to the ACL and other laws that cannot lawfully be excluded, we are not liable to you or any third party for any modification, price change, suspension or discontinuance of the Services. Content removed from the Services may continue to be stored by us in order to comply with legal obligations. You agree that we have no liability for any loss, damage or inconvenience caused by your inability to access or use the Services during any downtime or discontinuance.

### **10a. Pricing and plans for new customers**

We may from time to time introduce new pricing plans, launch offers or promotions for new customers. These will not affect existing customers' current pricing or billing schedule. Pricing and plans may vary for new customers; existing subscribers will continue under their current plan. Pricing may change for existing customers with at least 30 days written notice.

### **10b. Billing systems and payment methods**

We may update our billing systems or payment methods from time to time, including by introducing new options. Any update to billing or payment methods will be reflected in the Services Agreement and communicated where required by law.

## **11 Australian Consumer Law; disclaimers; limitation of liability**

Nothing in these Terms excludes, restricts or modifies any guarantee, right or remedy you may have under the Australian Consumer Law or any other law that cannot lawfully be excluded, restricted or modified by agreement.

Subject to that paragraph and to the maximum extent permitted by law, your use of the Services and the Materials is at your own risk. The Services and all Materials are provided "as is" without any

representation or warranty of any kind, express or implied, including warranties of title, merchantability, fitness for a particular purpose or non-infringement. We do not warrant that the functions or content of the Services will be uninterrupted or error-free, that defects will be corrected, or that our servers are free of viruses or other harmful components.

Subject to the ACL, to the maximum extent permitted by law: (i) we are not liable for any direct, indirect, actual, special, punitive, incidental or consequential damages arising out of or relating to the Services; and (ii) where our liability for breach of a non-excludable guarantee under the ACL cannot be excluded but may be limited, our liability is limited (at our option) to the supply of the services again or the payment of the cost of having the services supplied again (in the case of services), or to the repair, replacement or refund of the relevant goods (in the case of goods).

## **12 Indemnity**

Subject to applicable law, you agree to indemnify us and hold us harmless against any loss, expense, damage or cost (including reasonable legal costs) suffered or incurred by us arising directly out of: (a) your breach of these Terms; (b) any user content you make available via the Services; or (c) your use of the Services in breach of any law. Your indemnity will be reduced proportionally to the extent any loss, damage or cost is caused or contributed to by our acts or omissions.

## **13 Governing law; jurisdiction; class actions**

These Terms and your use of the Services are governed by the laws of South Australia and the Commonwealth of Australia. Each party submits to the exclusive jurisdiction of the courts of South Australia and the courts competent to hear appeals from those courts. The parties agree to use best efforts to resolve any dispute directly through good-faith negotiation before commencing proceedings. To the maximum extent permitted by law, any claim arising out of or in connection with these Terms or the Services must be commenced within one (1) year after the cause of action accrues, otherwise the claim is permanently barred. Nothing in this clause limits the rights of either party to seek urgent injunctive or equitable relief from a court of competent jurisdiction.

## **14 Services operated from Australia**

The Services are operated from Australia and our storage facilities are located in metropolitan Adelaide, South Australia. Our services are currently available within a 50 km radius of the Adelaide GPO. We make no representation that the content or Materials on the Services are appropriate or available for use in other jurisdictions. If you choose to access the Services from outside Australia you do so at your own risk and you are responsible for compliance with applicable local laws.

## **15 Term and termination**

These

Terms remain in force while you use the Services. Without limiting any other provision of these Terms, we may deny access to, and use of, the Services (including blocking certain IP addresses) to any person for any reason, including for breach of any representation, warranty or covenant in these Terms or of any applicable law or regulation. We may terminate your use of, or participation in, the Services, or delete your Account and any content or information you have posted, at any time without notice in our sole discretion. We also reserve the right to take appropriate legal action, including civil, criminal and injunctive relief. If we terminate or suspend your Account, you must not register a new Account under your name, a fake or borrowed name, or the name of any third party.

## **16 Entire agreement; severability**

These Terms (together with our Privacy Notice and Services Agreement, each incorporated by reference) constitute the entire agreement between you and us in relation to the Services and supersede all other proposals, prior agreements (oral or written) and other communications. If any provision of these Terms is found unenforceable, it will not affect the validity of the remainder of these Terms, which will remain valid and enforceable, and the unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original. Nothing in these Terms creates any joint venture, partnership, employment or agency relationship between you and us.

## **17 Electronic communications, transactions and signatures**

Using the Services, sending us emails and completing online forms constitute electronic communications. You consent to receive communications from us by electronic means (including email) and you agree that all agreements, notices, disclosures and other communications we provide to you electronically satisfy any legal requirement that those communications be in writing. You agree to the use of electronic signatures in connection with any binding terms or contracts with us, in accordance with the Electronic Transactions Act 1999 (Cth) and the Electronic Communications Act 2000 (SA). You waive any rights or requirements under any applicable law that require an original signature or the delivery or retention of non-electronic records.

## **18 Contact us**

If you have any questions, concerns or complaints about these Terms or the Services, or to resolve a complaint, please contact us at:

ATTENTION: LEGAL

Crate Mates Australia Pty Ltd

ACN 691 907 301 | ABN 60 691 907 301

Attention: Legal

Email: [hello@cratematesstorage.com.au](mailto:hello@cratematesstorage.com.au)

These Terms were last updated on 7 June 2026.

*[End of Terms of Use]*