



Binstalk – Rules & Regulations

Effective: 25th November 2024 • Binstalk Pty Ltd (ABN 55681233956) • Contact: info@binstalk.com • Melbourne, Victoria, Australia

These Rules & Regulations govern your use of Binstalk's website, waitlist/referral pages, marketplace features, and mobile app (the "Services"). By using the Services, you agree to these Rules & Regulations. Nothing in these terms excludes or limits rights you may have under the Australian Consumer Law (ACL) that cannot be excluded.

1) Eligibility & Accounts

- Minimum age: You must be 13+. If you're under 18, you must have a parent/guardian's consent.
- Accurate details: Provide true, current information and keep it updated.
- One person, one account: Do not share your account or impersonate others.
- Security: You're responsible for activity on your account. Report unauthorised use to info@binstalk.com.

2) Community Guidelines (What's OK / Not OK)

Allowed

- Fashion content, outfit photos, AR try-ons, styling tips, honest reviews.
- Respectful debate, constructive feedback, lawful reselling (where permitted).

Not Allowed (examples)

- Abuse/Harassment/Hate: threats, slurs, bullying, doxxing.
- Sexual or exploitative content: nudity/sexualised content involving minors; non-consensual or pornographic material.
- Graphic violence or self-harm promotion.
- Illegal or dangerous acts: counterfeits, stolen goods, drugs, weapons, scams, fraud, or instructions to enable these.
- IP infringement: using others' content, logos, or designs without rights.
- Privacy violations: posting someone's private data without consent.
- Spam or manipulation: fake referrals, likes/follows, bots, link farms, misleading promos.
- Malware/Interference: attempts to hack, scrape at scale, or disrupt the Services.

Enforcement: We may warn, limit features, remove content, suspend or terminate accounts, and contact law enforcement where required.

3) Your Content & Licence

- You own your content. You grant Binstalk a worldwide, non-exclusive, royalty-free licence to host, store, reproduce, adapt, communicate, and display your content for operating and improving the Services and promoting Binstalk (including re-formatting for different devices).
- You promise you have the rights to post your content and it doesn't violate laws or others' rights.
- Feedback: If you give us ideas or suggestions, we may use them without obligation to you.

4) Intellectual Property (Our IP)

- The Services, brand, logo, code, and designs are Binstalk's IP and protected by law.
- Don't use our trademarks or brand assets without written permission.



5) AR Try-On, 3D Avatars & Measurements

- Informational only: Visualisations and fit/size estimates are approximate and for general guidance, not professional or medical advice.
- Lighting & device limits: Results vary by camera quality, lighting, device sensors, and garment data.
- Safe use: Use AR features safely—be aware of surroundings and avoid risky situations (e.g., driving).

6) Marketplace, Creators & Sellers (if you sell on Binstalk)

- Legal compliance: You're responsible for compliance (consumer law, product safety, taxes, labelling, shipping/returns, IP).
- Authenticity: No counterfeits or misrepresentations. Disclose condition (new/used), sizing, materials, and defects.
- Pricing & fees: You agree to posted fees/commissions and payment terms. Processors (e.g., Stripe) have their own terms.
- Orders & disputes: Provide accurate shipping times and fair return/refund terms consistent with the ACL.
- Reviews: Don't incentivise or manipulate reviews.

7) Waitlist & Referral Program

- Eligibility: One account per person; open where permitted by local laws.
- Counting referrals: We count valid sign-ups through your unique link. Automated, bulk, fraudulent, or self-referrals may be voided.
- Rewards/early access: At Binstalk's discretion; tiers and availability may change. Not redeemable for cash unless required by law.
- Fair use: We may audit and adjust counts to prevent abuse.

8) Acceptable Use & Technical Restrictions

- Don't reverse engineer, scrape at scale, or attempt to bypass security.
- Don't overload our infrastructure or interfere with normal operations.
- Use only permitted APIs/SDKs as documented by Binstalk.

9) Reporting & Takedown

- Report content via in-app tools or email info@binstalk.com with links, description, and reason.
- IP notices: Send copyright/trademark complaints with details to info@binstalk.com. We operate a good-faith notice-and-takedown process.

10) Privacy

Your use is governed by the Binstalk Privacy Policy (Australia) (effective 25th November 2024).

11) Third-Party Services

We may link to third-party services (e.g., payments, analytics). Their terms and privacy policies apply to your use.

12) Changes to the Services

We may modify, suspend, or discontinue features. Where changes are material and affect your rights, we'll provide reasonable notice.



13) Warranties, Liability & the ACL

- As-is: To the maximum extent permitted by law, the Services are provided “as is”.
- ACL: Where a guarantee cannot be excluded, our liability is limited (at our option) to re-supplying the Services or paying the cost of re-supply.
- No indirect loss: To the extent permitted by law, we’re not liable for loss of profits, data, or indirect/consequential losses.

14) Suspension & Termination

We may suspend or terminate accounts that violate these Rules & Regulations or the law. You may delete your account at any time. Some terms (e.g., licences, IP, limitations of liability) survive termination.

15) Governing Law & Disputes

- Governing law: Victoria, Australia.
- Dispute process: Contact info@binstalk.com first. If unresolved, the parties will attempt to settle by negotiation in good faith before formal proceedings. Urgent injunctive relief is unaffected.

16) General

- Entire agreement: These Rules & Regulations + Privacy Policy + any feature-specific terms.
- Severability: If a clause is unenforceable, the rest remains in effect.
- No waiver: Our failure to enforce a provision isn’t a waiver.
- Assignment: You may not assign your rights without consent; we may assign to an affiliate or in connection with a restructure.

17) Contact

Questions or reports: info@binstalk.com

Binstalk Pty Ltd (ABN 55681233956) – Melbourne, Victoria, Australia



Community Guidelines (Quick Version)

Follow these essentials to keep Binstalk safe and inspiring:

- Be respectful: no harassment, hate, or bullying.
- Post only what you have rights to share. No IP infringement.
- No illegal, dangerous, or counterfeit goods.
- Keep it safe-for-all-ages; never sexualize minors.
- No spam, bots, or referral fraud.
- Protect privacy: don't share someone else's private info.
- Use AR responsibly; be aware of your surroundings.
- Report issues in-app or via info@binstalk.com.