

StarTrack Shop Terms of Use

Last updated 22 November 2024

The [StarTrack Shop](#) is an internet based on-line shop owned and operated by StarTrack Express Pty Ltd (ABN 44001 227 890 (**StarTrack, we, us**)) which is made available to StarTrack's contract customers (**you, customer**). By making an order on the StarTrack Shop, you agree to be bound by these Terms of Use. The carriage of items delivered to you by StarTrack will be governed by the terms and conditions of your Services Agreement with us.

1. General

StarTrack Customers and Account holders only

- 1.1. Products may only be ordered on the StarTrack Shop by StarTrack customers holding a current Services Agreement and who hold a StarTrack Business Credit Account (and are not in default under that account).
- 1.2. You are responsible for all activities that occur through the use of your StarTrack Account, including transactions made or processed by any person using the StarTrack Shop on your behalf.

Stock Availability

- 1.3. We reserve the right to discontinue and/or remove products from the StarTrack Shop at our discretion. We are under no obligation to notify users of any such discontinuation or removal.
- 1.4. There may be occasions when fulfillment of all or part of your order might be delayed or cannot be fulfilled at all.
- 1.5. Where fulfillment of part of an order is delayed, the part that can be fulfilled will be despatched as soon as reasonably possible.
- 1.6. Where part of your order cannot be fulfilled, or is unavailable, we will advise you and the relevant purchase price will be refunded.

Unacceptable orders

- 1.7. StarTrack reserves the right to reject an order if, in its opinion (acting reasonably), the order is unacceptable. This includes (but is not limited to) where you are placing

multiple orders for the purpose of circumventing order limits, or where your order does not meet these Terms of Use.

Incorrect details supplied

- 1.8. We will endeavour to fulfil your order within the time specified in the Delivery Standards (in clause 3), except where you have not complied with these Terms of Use or failed to provide correct delivery details.
- 1.9. If you supply incorrect payment or delivery details, we will take reasonable steps to contact you using the details that you have provided in your order.

2. Co-branded Packaging

Ordering the Services

- 2.1. You may place an order for Co-branded Packaging by using the co-branded feature on StarTrack Shop.
- 2.2. Once you have submitted and paid for an order, it cannot be cancelled and the fees will not be refunded, except as required by the Australian Consumer Law.
- 2.3. Co-branded Packaging will be delivered directly to you by one of our authorised suppliers in the form approved by you on the StarTrack Shop.

Unders and Overs

- 2.4. The production of some printed packaging products on the StarTrack Shop can have a margin of error, and there may be situations where we may under or over fulfil orders. If we supply less than you ordered, you will only be charged for the quantity supplied. If we supply more than you ordered, you will only be charged for the quantity ordered.

User eligibility

- 2.5. The person placing an order for Co-branded Packaging, warrants they are authorised to do so on behalf of the customer placing the order and the customer whose name appears on the Co-branded Packaging.
- 2.6. We may, at our option and acting reasonably, refuse to accept an order for Co-branded Packaging if your order does not comply with our reasonable requirements as notified to you on StarTrack Shop or otherwise, or if the design you are seeking to order is reasonably considered by us to be defamatory, offensive, or compromises any AP trade mark or branding. We will provide you with written notice if any of the above applies.

Materials supplier and intellectual property

- 2.7. By submitting any artwork, logos names or other materials to us, you warrant that you hold all required rights (whether through ownership or licence rights) to supply such information and for such materials to be used in connection with supplying your order. You grant us and our third-party suppliers such licence (or sub-licence) rights as reasonably required to supply your order.

Placing and reviewing your order

- 2.8. **Your responsibility.** You are responsible for creating and placing your order for Co-branded Packaging following the instructions on the StarTrack Shop. We will provide you with artwork prepared by our suppliers, and it is your responsibility to review and approve your order. Please review the packaging design carefully before placing your order, including ensuring that images, logos, text and shapes are clear and where you want them to be, and that text is clear, legible and spelled correctly. StarTrack, nor any of its third-party suppliers, are responsible for reviewing or amending any order. We will not provide replacements or refunds if the packaging matches the preview that was approved when you placed your order

(except as required under the Australian Consumer Law).

- 2.9. **Packaging cropping.** Upon uploading your image, the portal automatically crops your image, so that it fits with the proportions of the packaging size you have selected. The portal will display a preview showing how your image will appear on the packaging. Please preview and edit your packaging design to ensure it appears correctly, or upload a different image.
- 2.10. **Colour Reproduction.** In order to provide the best colour match to your requirements, when placing your order, you will be asked to identify and submit colour code references from the PMS c-spot colour codes or hex codes or other print industry recognised colour coding range. Nonetheless, colours may not appear the same on different computer monitors, and other digital devices, and may be different and appear muted or desaturated when printed, especially when printed on different surfaces, such as cardboard and plastic packaging. We reproduce colour from the images and/or text as closely as possible, but we may not be able to exactly match colour and density because of limitations in the printing process and image resolution requirements. While we and our suppliers will take all reasonable efforts, we cannot guarantee colour reproduction or image quality.
- 2.11. **Acknowledgement.** You acknowledge there may be differences in the packaging, including quality, and colours depending on the quantity ordered and where different authorised suppliers are engaged.

3. Delivery standards

Dispatch

- 3.1. For most products, other than Co-branded Packaging StarTrack will endeavour to dispatch orders within 2-7 business days of receiving them.
- 3.2. For Co-branded Packaging, StarTrack's authorised suppliers will endeavour to despatch an order within the timeframes

set out in the table below:

Packaging type	Time to dispatch
• Satchels	Up to 12 weeks

Delivery

- 3.3. StarTrack will use reasonable endeavours to deliver in accordance with its usual estimated travel times.
 - 3.4. For some services, StarTrack's authorised suppliers may determine how the products will be delivered to you, including the provider of that delivery.
 - 3.5. Items may be delivered to you individually and/or separately where they are fulfilled from different locations or directly from an StarTrack supplier.
- 4. Charges and Payment**
- 4.1. All charges for products purchased must be paid using your StarTrack Account.
 - 4.2. By nominating or using your StarTrack Account, you authorise us to debit your StarTrack Account.
 - 4.3. You must pay all charges free of any deduction or set-off.
 - 4.4. We may vary the charges for the products at any time at our discretion by giving you 30 days written notice of the changes by means of a notice on the StarTrack Shop, by e-mail, or otherwise acting reasonably.

5. Intellectual property

- 5.1. The materials displayed on the StarTrack Shop, including all editorial materials, information, photographs, illustration, artwork and other graphic materials, and names, logos and trademarks, are the property of StarTrack (and / or Australia Post) and are protected by copyright, trademark and other intellectual property laws. Neither StarTrack or Australia Post grants any licence or right in, or assigns all or part of, its intellectual property rights in the content or applications incorporated into the website or in the user interface of the website.

- 5.2. Any such content may be displayed and printed solely for your personal and non-commercial use. You agree not to reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any such material to any third party without the prior written consent of StarTrack.

6. Third party websites

- 6.1. The StarTrack Shop may contain links to other websites operated, controlled or produced by third parties.
- 6.2. Unless otherwise indicated, StarTrack does not control, endorse, sponsor or approve any such third-party websites or their content nor does StarTrack provide any warranty or take any responsibility whatsoever for any aspect of those websites or their content.

7. Links to the StarTrack Shop or the StarTrack website

- 7.1. You must not establish a link to the StarTrack Shop website or the StarTrack website ([StarTrack - Australia Post](#)) without StarTrack's prior written approval. To request approval, please email our brand team at brand@auspost.com.au.
- 7.2. The following information will be required to assess your request: the URL of the website that you seek to establish a link from; a brief description of your website; and the reason that you wish to establish a link.
- 7.3. StarTrack may accept or reject your request at its discretion acting reasonably. If we accept your request, you must comply with any terms and conditions we may notify. You must notify us if the nature and/or content of the website changes in any significant way.

8. Privacy

- 8.1. When you interact with the StarTrack Shop, we may ask for your personal information. Without this information, will we be unable to provide you with this service.
- 8.2. Your information is handled in accordance

with the Australia Post Group Privacy Statement, which outlines how you can access your personal information, or make a privacy related complaint. For more information, visit our Privacy [page](#).

9. Termination

Termination of orders without cause

- 9.1. Unless provided otherwise on the StarTrack Shop or required by the Australian Consumer Law, you cannot amend, cancel, terminate or withdraw an order once it has been placed. In some circumstances you may have a right to return items ordered (see clause 12.5).

Termination for breach

- 9.2. Without limiting any other remedies, we may temporarily or indefinitely suspend or prohibit your access to the StarTrack Shop or any orders (including take technical steps to prevent your use of the StarTrack Shop) if any of the following apply:
- (a) we reasonably suspect you have committed a material breach of these Terms and Conditions.
 - (b) we reasonably consider that you have engaged in improper, illegal or fraudulent activity;
 - (c) your Services Agreement is terminated or expires;
 - (d) your StarTrack Business Account is in default or is terminated; or
 - (e) we reasonably consider that your actions will cause material harm or otherwise adversely impact our commercial reputation.
- 9.3. In such circumstances, StarTrack will provide you with written notice where reasonably practicable prior to StarTrack taking any of the above actions (or otherwise shortly after taking any of the above actions).

10. StarTrack's liability to you

- 10.1. To the maximum extent permitted by law, including the Australian Consumer Law, we

exclude all liability for loss or damage of any kind (including special, indirect or consequential loss) arising out of or in connection with the products or services supplied under these Terms of Use, except to the extent that the loss or damage was caused by or arose out of any gross negligence, fraud or wilful misconduct by us or by a third party acting on our behalf.

- 10.2. Nothing in this agreement excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by any Law (including consumer guarantees under the Australian Consumer Law) that cannot lawfully be excluded or limited (**Non-Excludable Condition**).
- 10.3. Where permitted by Law, we limit our liability for breach of a Non-Excludable Condition to:
- (a) In the case of goods: replacement of the goods or the supply of equivalent goods; repair of the goods; payment of the cost of replacing the goods or acquiring goods; or payment of the cost of having the goods repaired; and
 - (b) In the case of services: to either resupplying the services or payment of the cost of having the services supplied again.

11. Your indemnity to StarTrack

- 11.1. Subject to clause 11.3, to the maximum extent permitted by law, you agree to indemnify us against any claim, damages or expenses we suffer for any Indemnifiable Loss arising out of or in connection with any breach by you of your obligations under these terms.
- 11.2. "**Indemnifiable Loss**" means loss incurred by us in connection with a third-party claim against us, including but not limited to:
- (a) the infringement of a third party's intellectual property rights; and
 - (b) the unauthorised use of another person's image or property.

- 11.3. Your liability to us under clause 11.1 is reduced proportionality to the extent the loss was caused or contributed to by us.

12. General

- 12.1. **Force majeure.** Neither party will be liable to the other for any failure to fulfil, or delay in fulfilling, its obligations caused by circumstances outside its reasonable control.
- 12.2. **Governing law.** These Terms of Use are governed by and interpreted in accordance with the laws of the State of Victoria, Australia, and both of us submit to the jurisdiction of the courts of that State.
- 12.3. **Severability.** If any provision, or part of a provision, of these Terms of Use is found to be illegal or unenforceable, it will be severed from the agreement, and the remainder of the terms will be construed as if that provision or part did not form part of the Terms of Use.
- 12.4. **Variation.** We reserve the right to alter these Terms of Use at any time. If we make a material change, we will notify you at least 30 days in advance, and the notice may be by means of a notice on the StarTrack Shop, by email, or otherwise acting reasonably. What constitutes a "material change" will be determined at our discretion acting reasonably.

Your continued use of the StarTrack Shop after we have notified you of an amendment will mean that you agree to that amendment.

- 12.5. **Returns.** Returns for items purchased via the StarTrack Shop will be treated in accordance with the Australia Post Returns Policy, available [here](#), with the exceptions that we generally do not accept change of mind returns.
- 12.6. **Enquiries.** If you have a question concerning your order, please contact StarTrack by e-mail: StarTrackShop@auspost.com.au or by phone: 13 23 45. We recommend you contact us as soon as possible and within 5 business days from receipt of your order so that we are best placed to assist. This provision does not limit any rights or remedies you may have under the Australian Consumer Law.